



Deerfield Beach Florida

Special City Commission Meeting Agenda

150 NE 2nd Avenue | Deerfield Beach, FL, 33441 | 954-480-4200

Mayor Bill Ganz

Vice Mayor Ben Preston

District 1 Commissioner Michael Hudak

District 3 Commissioner Bernie Parness

District 4 Commissioner Todd Drosky

Tuesday

April 13, 2021

6:45 PM

CALL TO ORDER & ROLL CALL

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA

April 13, 2021

ZOOM MEETING

Join Zoom Meeting by clicking the below link:

<https://deerfield-beach.zoom.us/j/83342323628?pwd=cWtGd255OEJoaitaeVJ2UTdZalhUUT09>

Join Zoom Meeting via telephone by dialing:

Call-in Number: (312) 626-6799

Meeting ID: 833 4232 3628#

Participant ID: #

Passcode: 644964#

For complete instructions on joining and/or participating during Public Comment, please click the following link or attend in person in the City Commission Chambers adhering to social distancing protocols, face covering requirements and temperature checks upon entry:

Attachment: Zoom Instructions

CONSENT - AGREEMENTS & EXPENDITURE REQUESTS

- 1. Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Revocable, Non-Exclusive License to One Milo, Inc. for administration of COVID-19 vaccines to eligible members of the public at the Center for Active Aging for a six month term with two additional six month renewal options; authorizing the City Manager to execute the Revocable, Non-Exclusive License Agreement with One Milo, Inc.; providing for implementation and an effective date.**

Suggested Action: Commission to vote on Resolution

Voting Requirement: Adoption requires a 3/5 vote of the City Commission

Sponsor: Department of Active Aging

Attachment: COVID-19 Vaccination Site

ADJOURNMENT

FUTURE CITY COMMISSION MEETINGS

Regular City Commission Meeting - Tuesday, April 20, 2021

Any person wishing to appeal any decision made by the City Commission with respect to any matter considered at such meetings or hearings will need a record of the proceedings, and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and the evidence upon which the appeal is made. The above notice is required by State Law (F.S. 286.0105). Anyone desiring a verbatim transcript shall have the responsibility, at his/her own expense, to arrange for the presence of a certified court reporter at the hearing.



Special City Commission Meeting - April 13, 2021

DEERFIELD BEACH - YOU ARE HEREBY NOTIFIED that a **Special City Commission** meeting will be held on **Tuesday, April 13, 2021, at 6:45 PM in the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, Florida**, regarding a potential COVID-19 vaccination site at the Center for Active Aging. A quorum of the City Commission will be physically present at the meeting and the City will be utilizing communications media technology with most City staff participating through video conferencing.

The April 13, 2021, Special City Commission meeting will proceed utilizing communications media technology; **however, the City Commission Chambers located at the City Hall Complex, 150 NE 2nd Avenue, Deerfield Beach, will be open to the public as an additional method** for speakers wishing to speak on items with such attendees required to adhere to temperature checks, wear facial coverings, and maintain social distancing. A copy of the agenda for the April 13, 2021 meeting will be available at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Attending and Viewing the City Commission Meeting:

This meeting will be broadcast live for members of the public. There are several options available to the public to attend/view the meeting:

- 1. In Person Attendance.** Attend in person in the City Commission Chambers adhering to social distancing protocols, face covering requirements and temperature checks at entry.
- 2. Zoom**
 - a. Via Zoom Online** - Access to the meeting will begin at 6:30 PM on April 13, 2021.
 - i. Use the following link below to access the meeting via Zoom:
<https://deerfield-beach.zoom.us/j/83342323628?pwd=cWtGd255OEJoaitaeVJ2UTdZalhUUT09>
 - ii. The video camera display feature is disabled for public use
 - b. Via Zoom Telephone** - Join the meeting via telephone (audio only) using the Call-in number below, followed by the Meeting ID when prompted. No computer or access code is required.

Call-in Number: (312) 626-6799, Meeting ID: 833 4232 3628#, Participant ID: #, Passcode: 644964#

For more information on using Zoom, please visit Zoom Support at the following link:
<https://support.zoom.us/hc/en-us>.

3. YouTube

The meeting will also be available to the public via YouTube for audio and video access; however, public participation, i.e. comments are not possible. The link to watch the meeting via YouTube will be active no later than 6:30 PM on April 13, 2021, and can be found by clicking the camera icon in the Media column at <http://www.deerfield-beach.com/1554/Meetings-Agendas>.

Providing Public Comment:

Public participation is strongly encouraged. Your comments will be limited to three minutes per person. To participate, please choose the option best for you and remember to include your name and address for the record.

1. **In person** - Public comment may be given in the Commission chambers during the applicable public comment portion of the meeting.
2. **Via Email** - Public comments and documents may be submitted via email to web.clerk@dfb.city. Public comments will be read aloud during the meeting and added to the record. Emails can be submitted prior to the meeting or until the public hearing session is closed.
3. **Live Zoom Video Participation** - If attending via Zoom online, at the appropriate public comment period, click "raise hand" on the bottom of the "participants" tab, and your audio will be unmuted when you are recognized.
4. **Live Zoom Telephone Participation** - If attending via Zoom by telephone, at the appropriate public comment period, press *9 to "raise your hand" and your audio will be unmuted when you are recognized.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 3 DAYS PRIOR TO THE MEETING AT (954) 480-4213 FOR ASSISTANCE.

Should you have any questions, please feel free to contact the City Clerk's Office at 954.480.4213. For additional information on the agenda items for the Commission meeting, please visit www.dfb.city.



City of Deerfield Beach

150 NE 2nd Ave
Deerfield Beach, FL
33441
954-480-4200

Face Sheet

File Number: I.D. 2021-613

Agenda Date: 4/13/2021

Status: CONSENT - AGREEMENTS &
EXPENDITURE REQUESTS

In Control: City Commission

Title

Resolution 2021/ - A Resolution of the City Commission of the City of Deerfield Beach, Florida, approving a Revocable, Non-Exclusive License to One Milo, Inc. for administration of COVID-19 vaccines to eligible members of the public at the Center for Active Aging for a six month term with two additional six month renewal options; authorizing the City Manager to execute the Revocable, Non-Exclusive License Agreement with One Milo, Inc.; providing for implementation and an effective date.

Recommended Action

Commission to vote on Resolution

Voting Requirement

Adoption requires a 3/5 vote of the City Commission

Background/History

On March 13, 2020, the Mayor declared a local state of emergency due to the public health crisis presented by the COVID-19 pandemic. As of April 5, 2021, per the Governor's Executive Order 21-79, all Floridians are eligible to receive any COVID-19 vaccine as prescribed by the Food and Drug Administration. The City desires to make COVID-19 vaccines accessible to City residents.

Current Activity

The City desires to grant One Milo a revocable, non-exclusive license to use the Center for Active Aging (the "Licensed Area") for One Milo to administer COVID-19 vaccines to eligible members of the public through certified physicians and/or other medical health professionals legally authorized to administer COVID-19 vaccines in Florida, as contemplated in the License Agreement, attached as Exhibit "A" (the "License Agreement"). One Milo shall be responsible for entering into any necessary agreements with the appropriate governmental entities to obtain and administer the vaccines, obtaining the vaccines, maintaining the vaccines with the appropriate refrigeration equipment necessary, and scheduling vaccine appointments.

Vaccinations will be administered Monday through Friday to eligible recipients. This will be a "turn key" operation by One Milo, Inc. based on Exhibits A, B, & C of the agreement.

Recommendation

Approval

RESOLUTION NO. 2021/

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, APPROVING A REVOCABLE, NON-EXCLUSIVE LICENSE TO ONE MILO, INC. FOR ADMINISTRATION OF COVID-19 VACCINES TO ELIGIBLE MEMBERS OF THE PUBLIC AT THE CENTER FOR ACTIVE AGING FOR A SIX MONTH TERM WITH TWO ADDITIONAL SIX MONTH RENEWAL OPTIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE REVOCABLE, NON-EXCLUSIVE LICENSE AGREEMENT WITH ONE MILO, INC.; PROVIDING FOR IMPLEMENTATION AND AN EFFECTIVE DATE

WHEREAS, Novel Coronavirus Disease 2019 (“COVID-19”) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, on March 9, 2020, Governor DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida due to COVID-19; and

WHEREAS, on March 13, 2020, the Mayor issued a declaration of local state of emergency due to the public health crisis presented by the COVID-19; and

WHEREAS, since March 2020, the Governor, the County, and the City Manager have issued various emergency orders designed to curb the spread of COVID-19 and the state, county and city emergency declarations continue to be in effect; and

WHEREAS, as of April 5, 2021, per the Governor’s Executive Order 21-79, all Floridians are eligible to receive any COVID-19 vaccine as prescribed by the Food and Drug Administration; and

WHEREAS, the City desires to make COVID-19 vaccines more accessible to City residents; and

WHEREAS, One Mile, Inc. (“One Milo”) is a registered Florida Health Care Clinic Establishment and is registered with Florida SHOTS as a COVID-19 vaccine provider with the ability to set up temporary vaccination sites; and

WHEREAS, the City desires to grant One Milo a revocable, non-exclusive license to use a specified portion of the Center for Active Aging (the “Licensed Area”) for One Milo to administer COVID-19 vaccines to eligible members of the public through certified physicians and/or other medical health professionals legally authorized to administer COVID-19 vaccines in Florida, as contemplated in the License Agreement, attached as Exhibit “A” (the “License Agreement”); and

WHEREAS, One Milo shall be responsible for entering into any necessary agreements with the appropriate governmental entities to obtain and administer the vaccines, and shall maintain the vaccines with the appropriate refrigeration equipment necessary, and handle the scheduling of vaccine appointments; and

WHEREAS, the City Commission finds that the limited use of the Licensed Area in accordance with the terms of the License Agreement to help mitigate the Covid-19 health emergency is a benefit to the community; and

WHEREAS, the City Commission finds it to be in the best interests of the City to approve the License Agreement with One Milo, attached as Exhibit “A.”

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DEERFIELD BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced “Whereas” clauses are true and correct and made a part of this Resolution.

Section 2. The City Commission hereby approves the License Agreement with One Milo for a six-month term with two additional six month optional renewal periods.

Section 3. The City Manager is hereby authorized to execute the License Agreement with One Milo, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4. The appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2021.

CITY OF DEERFIELD BEACH

BILL GANZ, MAYOR

ATTEST:

SAMANTHA GILLYARD, CMC, CITY CLERK

**REVOCABLE, NON-EXCLUSIVE LICENSE AGREEMENT
BETWEEN
CITY OF DEERFIELD BEACH
AND
ONE MILO, INC.**

THIS REVOCABLE LICENSE AGREEMENT (this “Agreement”) is made effective as of the ____ day of _____, 2021 (the “Effective Date”), by and between the CITY OF DEERFIELD BEACH, a Florida municipal corporation, (the “City”), and One Milo, Inc., a Delaware company (the “Licensee”).

WHEREAS, on March 13, 2020, the Mayor issued a declaration of local state of emergency due to the public health crisis presented by the 2019 Novel Coronavirus (“COVID-19”); and

WHEREAS, the City desires to grant Licensee a revocable, non-exclusive license to use the City’s property described in Exhibit “A,” attached hereto and incorporated herein (the “Licensed Area”) for Licensee to administer COVID-19 vaccines to eligible members of the public through certified physicians and/or other medical health professionals legally authorized to administer COVID-19 vaccines in Florida, as contemplated herein and outlined in Exhibit “B,” attached hereto and incorporated herein (the “Services”); and

WHEREAS, the City finds that the limited use of the Licensed Area, in accordance with the terms of this Agreement, is a benefit to the community; and

WHEREAS, on _____, 2021, the City Commission authorized the City Manager to execute this Agreement.

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

1. Grant of License; Non-Exclusivity; Use.

1.1. **License.** The City grants to Licensee a revocable, non-exclusive license to use the Licensed Area described in Exhibit “A” to provide the Services as contemplated herein and outlined in the Scope of Licensed Activities attached hereto as Exhibit “B.” This license is personal to Licensee and may not be assigned or transferred to any party without the City’s express, written consent. Licensee shall not permit the Licensed Area to be occupied or utilized by other organizations, entities, or persons. This authorization is not a lease or an easement, and is not intended and shall not be construed to transfer any real property interest in the Licensed Area or other City property.

1.2. **Non-Exclusivity.** Licensee acknowledges and understands that the license granted to the Licensee by the City is a non-exclusive license permitting Licensee to provide Services in the Licensed Area for the term of this Agreement. The City specifically reserves the right

to contract with and grant a license to any other entity that desires to provide services similar to those provided by Licensee within the City.

- 1.3. Licensee, its agents, employees, invitees and guests shall have the non-exclusive right to ingress and egress to the Licensed Area during the dates and times set forth in the Vaccination Schedule attached hereto as Exhibit "C."
- 1.4. The City makes the Licensed Area available to Licensee in an "as is" condition. The City makes no representations or warranties concerning the condition of the Licensed Area or its suitability for use by Licensee, its customers, or the public, and assumes no duty to warn either Licensee, its customers, or the public concerning conditions that exist now or may arise in the future.
- 1.5. In making the Licensed Area available for use by Licensee, the City assumes no liability for loss or damage to vaccine products, equipment, supplies, or other property owned by or in the custody of Licensee. Licensee agrees that the City is not responsible for providing security at the Licensed Area, and Licensee hereby waives any claim against City in the event equipment, supplies, or other property owned by or in Licensee's custody is lost, damaged, or stolen.

2. **Term; Effective Date.**

- 2.1. The term of this Agreement shall be from the Effective Date through six months thereafter, unless earlier terminated in accordance with Paragraph 6. Additionally, the City Manager may renew this Agreement for up to two additional six-month periods on the same terms as set forth herein upon written notice to the Licensee.

3. **License Fee; Compensation; Utilities.**

- 3.1. The Parties agree that there is no license fee associated with this Agreement.
- 3.2. The Parties agree that neither party shall be responsible for compensating the other party for any payments, obligations of funds, or reimbursements for anything related to this Agreement.
- 3.3. The City shall pay utility costs associated with Licensee's use of the Licensed Area, including, but not limited to, electricity, water and sewer, and ordinary trash collection. Licensee shall be solely responsible for costs associated with obtaining a biomedical waste treatment permit or for the disposal of biomedical waste.
- 3.4. The City specifically disclaims any responsibility for, or involvement in, Licensee's efforts to bill for, recover payment, recover reimbursement, or otherwise receive compensation from any COVID-19 Vaccine recipient, their health insurance provider, or any other entity. The parties agree that the City shall have no obligation or involvement in the collection of payments or information from Vaccine recipients.

4. **Licensee's Responsibilities; Representations and Warranties.**

- 4.1. Licensee shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a certified physician and/or other medical health professionals under similar circumstances.
- 4.2. Licensee hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services. Licensee further warrants and represents that it has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.
- 4.3. Licensee represents that it is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Licensee have been duly authorized, and this Agreement is binding on Licensee and enforceable against Licensee in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.
- 4.4. Licensee is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto.

5. **Conflict of Interest.**

- 5.1. To avoid any conflict of interest or any appearance thereof, Licensee shall not, for the term of this Agreement, provide any consulting services to any private sector entities with any current, or foreseeable, adversarial issues in the City.

6. **Termination.**

- 6.1. The City may terminate this Agreement for convenience upon five (5) calendar days' written notice to the Licensee, or immediately with cause.
- 6.2. Upon receipt of the City's written notice of termination, Licensee shall immediately terminate its operations and use of the Licensed Area, vacate the Licensed Area within three (3) business days of written notice of termination, and return the Licensed Area to its original condition (excepting normal wear and tear), unless directed otherwise in writing by the City Manager.

7. **Insurance.**

- 7.1. Licensee shall secure and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to City, naming the City as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage

shall be primary insurance with respect to the City, its officials, employees, agents, and volunteers naming the City as additional insured. Any insurance maintained by the City shall be in excess of the Licensee's insurance and shall not contribute to the Licensee's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the City as it deems necessary or prudent.

7.1.1. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Licensee. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

7.1.2. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Licensee shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

7.1.3. Business Automobile Liability with minimum limits of \$1,000,000 per occurrence, combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

7.1.4. Professional Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, single limit.

7.2. **Certificate of Insurance.** Certificates of Insurance shall be provided to the City, reflecting the City as an Additional Insured (except with respect to Professional Liability Insurance and Worker's Compensation Insurance), no later than ten (10) days after award of this Agreement and prior to the execution of this Agreement by City and prior to commencing Services. Each certificate shall include no less than (30) thirty-day advance written notice to City prior to cancellation, termination, or material alteration of said policies or insurance. The Licensee shall be responsible for assuring that the insurance certificates required by this Section remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the City. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The City reserves the right to inspect and return a certified copy of such policies, upon written request by the City. If a policy is due to expire, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before any policy or

coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the City.

- 7.3. **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the City is to be specifically included as an Additional Insured for the liability of the City resulting from Services performed by or on behalf of the Licensee in performance of this Agreement. Licensee's insurance, including that applicable to the City as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the City shall be in excess of and shall not contribute to Licensee's insurance. Licensee's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.
- 7.4. **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the City. Licensee shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.
- 7.5. The provisions of this section shall survive termination of this Agreement.
8. **Nondiscrimination.** Licensee shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and will abide by all Federal and State laws regarding nondiscrimination.
9. **Attorneys' Fees; Waiver of Jury Trial.**
- 9.1. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 9.2. IN THE EVENT OF ANY LITIGATION ARISING OUT OF THIS AGREEMENT, EACH PARTY HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY.
10. **Indemnification.**
- 10.1. Licensee shall indemnify and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Licensee's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Licensee and third parties made in connection with this Agreement and/or Licensee's use of the Licensed Area. Licensee shall reimburse the City for its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from

Licensee's performance or non-performance of this Agreement or Licensee's use of the Licensed Area.

10.2. Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which the City is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes, nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract.

10.3. The provisions of this section shall survive termination of this Agreement.

11. **Notices/Authorized Representatives.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

12. **Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any proceedings arising out of this Agreement shall be proper exclusively in Broward County, Florida.

13. **Entire Agreement; Modification; Amendment.**

13.1. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

13.2. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

14. **Public Records.** Licensee understands that certain documents and records created in connection with this Agreement may be subject to Chapter 119, "Public Records," Florida Statutes, and that the Licensee may be required to disclose such records and documents pursuant to Florida law.

15. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

16. **Contractual Relationship.** This Agreement is a license to use the Licensed Area, as further described herein, and shall in no way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

17. **Compliance with Laws.** Licensee shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in its use of the Licensed Area and in carrying out the provisions of this Agreement, and in particular shall obtain all required permits from all jurisdictional agencies in carrying out the provisions of this Agreement at its own expense.
18. **Waiver.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.
19. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.
20. **Prohibition of Contingency Fees.** Licensee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Licensee, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for Licensee, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.
21. **Public Entity Crimes Affidavit.** Licensee shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.
22. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
23. **Conflicts.** In the event of a conflict between the terms of this Agreement and any exhibits or attachments hereto, the terms of this Agreement shall control.
24. **Most Favored Nation.** If during the term of this Agreement, Licensee enters into a license agreement with another municipality or county ("Other Governmental Entity"), the terms of which license agreement include direct or indirect compensation to the Other Governmental Entity, then upon written request of the City, Licensee shall negotiate and enter into a new license agreement with Licensee, which shall include the more favorable compensation terms extended to the Other Governmental Entity. Licensee shall notify the City within 30 days if it enters into an agreement with any other, Other Governmental Entity that has more favorable terms than this Agreement and the City shall have the right to receive the more favorable terms immediately.
25. **No Third Party Beneficiaries.** Neither Party intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries

to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

26. Miscellaneous.

26.1. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns.

26.2. The City cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Licensed Area or any operations at the Licensed Area. Nothing herein shall be deemed to create an affirmative duty of City to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its ordinances, rules and regulations, federal laws and regulations and state laws and regulations.

26.3. Licensee hereby assumes all financial, administrative and legal responsibility in connection with, related to, or arising out of the use of the Licensed Area.

26.4. Licensee shall comply with all federal, state, and local laws, codes, ordinances, rules, regulations, and emergency orders in performing its duties, responsibilities, and obligations related to this Agreement.

[Remainder of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF DEERFIELD BEACH

By: _____
David Santucci
City Manager

Attest:

By: _____
Samantha Gillyard, CMC
City Clerk

Approved as to form and legal sufficiency:

By: _____
Anthony C. Soroka,
City Attorney

Addresses for Notice:

David Santucci, City Manager
City of Deerfield Beach
150 NE 2nd Avenue
Deerfield Beach, FL 33441

With a copy to:

Anthony C. Soroka, City Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
1200 N. Federal Highway, Suite 312
Boca Raton, FL 33432

ONE MILO

By: _____
Russell Leigh
CEO

Approved as to form and legal sufficiency:

By: _____

Addresses for Notice:

With a copy to:

One Milo, Inc.
Attn: Russell Leigh
78 SW 7th Street, Suite 500,
Miami, FL, 33130
305 7078892 (telephone)
russell@onemilo.com (email)

EXHIBIT "A"

Licensed Area

The licensed area shall be generally located at 301 NW 2nd Ave, Deerfield Beach, as more particularly reflected in the following site plan:

INSERTED FOR DISCUSSION PURPOSES

- A. ALTERNATIVE PARKING AREAS
- B. GREETING AREA - PRE-REGISTRATION
- C. VACCINATION / PATIENT ROOM

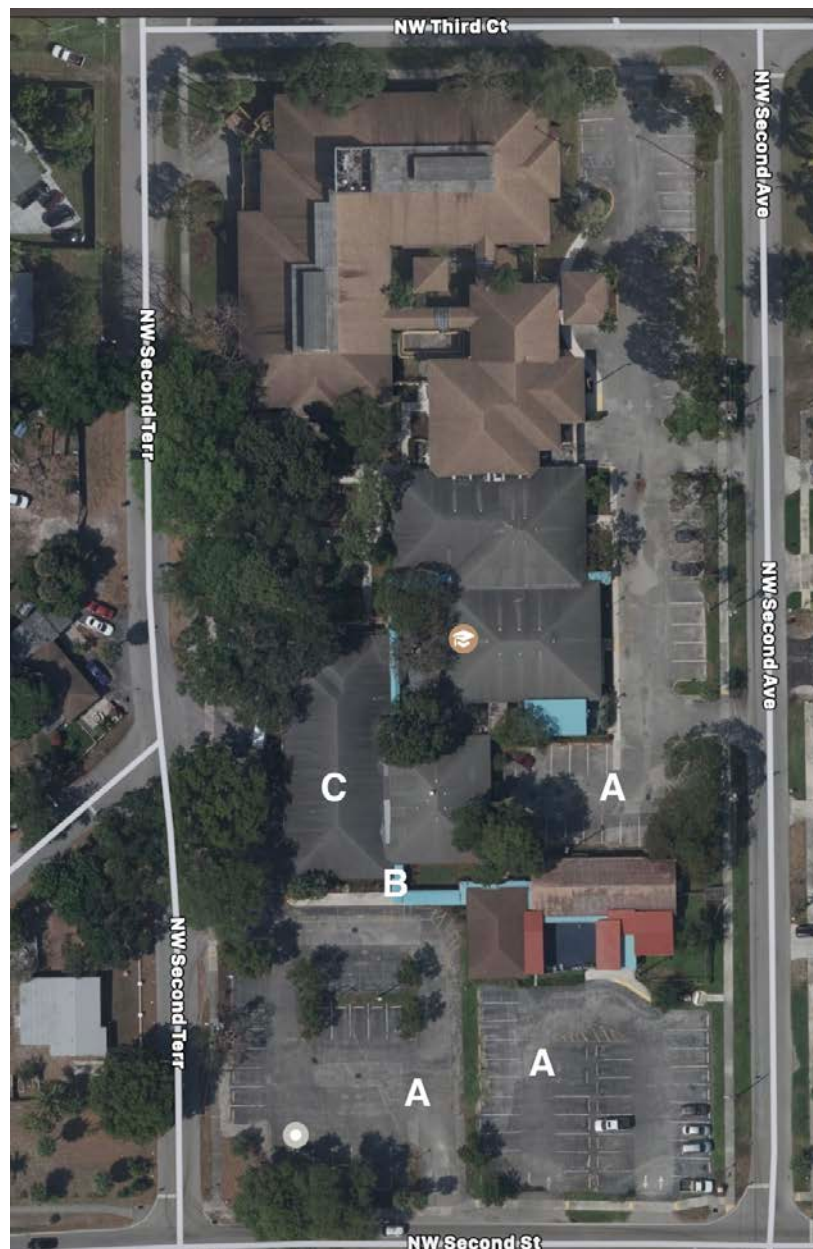


EXHIBIT “B”

Scope of Licensed Activities

Licensee is a healthcare laboratory certified by the Florida Department of Health (“FDOH”) under the Florida SHOTS Program to distribute and administer COVID-19 vaccines to eligible members of the public. Licensee, through its practitioners: (1) is equipped and qualified to securely report patient information directly into Immunization Registries, in full compliance with the Health Insurance Portability and Accountability Act of 1996 (“HIPPA”); and (2) has the capacity and is duly qualified to receive and warehouse publicly-allocated doses of COVID-19 vaccines that have received Emergency Use Authorization (“EUA”) from the FDA (collectively herein, the “COVID-19 Vaccine”), in accordance with the guidelines established by the United States Center for Disease Control (“CDC”), FDA, and the vaccine manufacturers.

The City has granted Licensee a revocable, non-exclusive license to use the City’s property, set forth in greater detail under Exhibit “A” (the “Licensed Area”), to administer FDA-approved COVID-19 Vaccines to eligible members of the public in a kiosk placed at the Licensed Area, as further outlined herein (the “Services”).

1. Licensee shall implement procedures compliant with CDC and FDOH guidelines for COVID-19 vaccination administration.
2. Licensee shall secure from each intended COVID-19 Vaccine recipient (or his or her parent or legal guardian), a signed informed consent and assignment of benefits, consenting to receive the COVID-19 Vaccine.
3. Licensee shall submit plans to the City for approval prior to the deployment, coordination, and operation of its COVID-19 Vaccine site in the Licensed Area.
4. Licensee shall deploy and operate its COVID-19 Vaccine site in the Licensed Area in accordance with the requirements of this Agreement and any conditions imposed by the City.
5. Licensee shall administer the COVID-19 Vaccine in compliance with applicable state and federal laws and Executive Orders, as well as applicable CDC, FDA, and manufacturer guidelines.
6. Licensee shall deploy and utilize Licensee’s (or Licensee Affiliates’) software platform to schedule COVID-19 Vaccine appointments and manage patient information.
7. To the extent permitted by law, Licensee agrees to use its best efforts to first address the demand from City residents in scheduling vaccine appointments at the Licensed Area.
8. Licensee shall work with City to align messaging and communication efforts regarding its administration of the COVID-19 Vaccine.

9. Licensee shall only operate within the Licensed Area demarcated in Exhibit "A." The City shall have final authority over the location of Licensee's operations. The City shall have the right to change the location of the Licensed Area upon written notice to Licensee.
10. Licensed Area Section A: Patients driving into the location will be directed to park in Section A.
11. Licensed Area Section B: The pavilion will be used to greet and pre-register patients.
12. Licensed Area section C: The indoor area will be used to store equipment, administer vaccine and observe Vaccine recipients before release.
13. Licensee shall be responsible for obtaining the vaccines and entering into any necessary agreements with the appropriate governmental entities to obtain and administer the vaccines.
14. Licensee's operations shall only be used to administer COVID-19 Vaccines and conduct COVID-19 Testing using Licensee's resources. The City shall in no way be responsible for the provision of these Services or be responsible for obtaining vaccines for Licensee's provision of the Services.
15. Licensee shall operate within the Licensed Area in accordance with the Vaccination Schedule attached hereto as Exhibit "C," which may be modified at any time at the sole discretion of the City.
16. The City may promulgate and enforce reasonable rules and regulations governing the use of the Licensed Area by Licensee. Licensee shall comply with all City property and facility rules and regulations. Licensee shall provide adequate supervision of the Licensed Area at all times it conducts Services or sanctions activities thereon.
17. Licensee shall be responsible for: (i) maintaining the Licensed Area to the City's standards; and (ii) obtaining any applicable permits and approvals (e.g., building, zoning), including any maintenance of traffic (MOT) plans, required by the City, the County, the State, and/or any Federal agencies.
18. Licensee's operations and equipment are to be confined within Licensed Area designated in Exhibit "A." Licensee may not utilize any other City property to store supplies or equipment without the prior written consent of the City Manager.
19. Licensee shall furnish all labor, services, materials, supplies, and equipment necessary to maintain its operations during the above-mentioned hours, including nurse station set up, video surveillance systems to monitor the vaccine storage, and appropriate refrigeration equipment necessary to preserve COVID-19 vaccines in accordance with laws, rules, and guidelines established by federal, state, and local government entities and vaccine manufacturers. The City shall in no way be responsible for any damage to or loss of Licensee's equipment.

20. Licensee shall not place or attach any personal property, fixtures, or structures to the Licensed Area without the prior written consent of the City.
21. Licensee shall be responsible for obtaining biomedical waste treatment permits for the proper collection and disposal of biomedical waste generated by Services provided at the Licensed Area.
22. The City will furnish electricity to the Licensee at such locations where these utilities now exist. All requests for use of these facilities and/or additional installations or any special needs must be made in writing to the City.
23. The City agrees to advertise and publicize the vaccination operations, and receive data from Licensee, and provide constructive feedback to Licensee. The City and Licensee agree to consult the other party regarding any advertisement, social media post, press release, or public commentary regarding operations prior to publicizing or publication.
24. The operations and all intellectual property associated with such shall remain the sole and exclusive property of Licensee.
25. Upon the expiration or termination of this Agreement, Licensee shall at its sole cost and expense: remove all goods, belongings, and fixtures belonging to Licensee; leave the Licensed Area in the condition in which it was received; and immediately restore the Property to a condition which is visually and structurally indistinguishable from the immediately surrounding area.
26. Licensee shall provide regular weekly reports, excluding protected health information, confidential health information, and similar protected information, as such are generated and become available, to the City concerning the public's utilization of its kiosk, including but not limited to total number of vaccinations administered. Licensee shall cooperate with the City in the collection and analysis of aggregated data concerning its operations at the Licensed Area.
27. Use of the Licensed Area and Licensee's operations within the City, shall, at a minimum:
 - a) not adversely affect the Licensed Area or any other City property;
 - b) not adversely affect the property of any third parties;
 - c) not inhibit pedestrian movement within the Licensed Area;
 - d) not create conditions which are a threat to public safety and security; and
 - e) not constitute a nuisance with respect to neighboring uses.
28. Licensee shall exercise due care in the Licensed Area and shall be responsible for maintaining the Licensed Area in good condition and repair. Licensee shall not act, or fail to act, in any way that results in excessive wear or damage to the Licensed Area. Licensee expressly agrees to repair, replace, or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of Licensee's use of the Licensed Area. Should Licensee fail to repair, replace, or otherwise restore such real or personal

property, Licensee expressly agrees to pay the City's costs in making such repairs, replacements, or restorations.

29. If an audit of Licensee is conducted by a Federal or State Auditor, Licensee shall provide a copy of the report to the City within thirty (30) days.

EXHIBIT “C”
Vaccination Schedule

1. Monday to Friday
2. 8:30am to 6pm
3. Holidays on weekdays by agreement between parties one week in advance.

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 21-79

(Amending Executive Order 20-315 - Vaccine Administration/Protecting Florida's Seniors)

WHEREAS, on March 9, 2020, I issued Executive Order 20-52, subsequently extended, declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, the State of Florida is leading the effort to distribute the vaccine to the elderly and vulnerable populations of the State; and

WHEREAS, the State of Florida has successfully provided vaccines to over 3.5 million individuals.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order:

Section 1. Effective March 29, 2021, Executive Order 20-315, as amended by Executive Orders 21-46, 21-47, 21-62 and 21-67, is expanded to include the following:

During this phase of vaccine administration, all providers administering any COVID-19 vaccine shall only vaccinate the following populations:

- Long-term care facility residents and staff;
- Persons 40 years of age and older; and
- Health care personnel with direct patient contact.

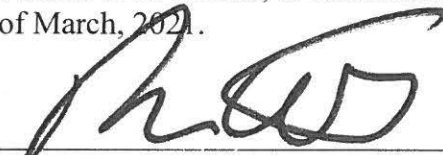
All individuals authorized by law to administer COVID-19 vaccinations may vaccinate persons determined by a physician to be extremely vulnerable to COVID-19. Such physician determinations shall include a statement that the patient meets the defined eligibility criteria established by a form prescribed by the Florida Department of Health.

Section 2. Effective April 5, 2021, all Floridians shall be eligible to receive any COVID-19 vaccine as prescribed by the Food and Drug Administration.

Section 3. Except as amended herein, all portions of Executive Order 21-67 are ratified and reaffirmed.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 26th day of March, 2021.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

2021 MAR 26 PM 4:50
DEPARTMENT OF STATE
TALLAHASSEE, FL

FILED