

REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT is made and entered into on this 18th day of July, 2023, by and between the CITY OF DELRAY BEACH, a political subdivision of the State of Florida ("CITY"), and MAE VOLLEN SENIOR CENTER, INC, a Florida 501(c)(3) not-for-profit corporation, located at 850 North Congress Avenue ("LICENSEE").

WHEREAS, LICENSEE desires a revocable license for the exclusive use of the building known as the Western Community Center located at Lake Ida Road and Congress Avenue to provide adult day health care services for residents of the City; and

WHEREAS, the CITY finds providing this service promotes the health, safety and welfare of the citizens of Delray Beach; and

WHEREAS, CITY finds it to be in the public interest to grant LICENSEE a revocable license for the use stated herein under the terms and conditions set forth below;

NOW, THEREFORE,

W I T N E S S E T H:

IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

1. DESCRIPTION OF PREMISES:

CITY hereby grants to LICENSEE the right, license, and privilege of using the building and related improvements known as the Western Community Center on the parcel of land located at the intersection of Lake Ida Road and Congress Avenue which is more particularly described in Exhibit "A," attached hereto and made a part hereof ("Licensed Premises"), in accordance with the terms of this Revocable License Agreement.

2. TERM AND RENEWALS:

This Revocable License Agreement becomes effective on October 1, 2023, and terminates on September 30, 2026, unless sooner terminated as per the terms of this Revocable License Agreement. CITY may renew this Revocable License Agreement for two (2) additional one (1) year terms upon sixty (60) days' written notice from LICENSEE, before the end of the then current term, of its desire to renew this Revocable License Agreement. CITY, acting through its City Manager may terminate this Revocable License Agreement as indicated under Section 11, TERMINATION. Notwithstanding anything herein to the contrary, the parties agree that upon demolition of the building of which Licensed Premises is a part, this Revocable License Agreement shall terminate without any further action.

3. COMPENSATION:

LICENSEE agrees to pay to CITY, as total compensation for the privileges granted herein, the total sum of ONE DOLLAR (\$1.00) on the first day of the term, and on any renewal thereof, in advance, so long as this Revocable License Agreement is in full force and effect. LICENSEE shall pay all sales and use taxes levied or assessed under this Revocable License Agreement.

4. USE OF LICENSED PREMISES:

LICENSEE, its employees, agents, or contractors shall use and occupy the Licensed Premises only to provide services as described in Exhibit "B," Scope of Services. The Licensed Premises shall not be used for any other purpose whatsoever without written consent of CITY. LICENSEE covenants that it will not, without written consent of CITY, permit the Licensed Premises to be used or occupied by any person, firm, entity, or corporation other than LICENSEE, its employees, agents, or contractors. LICENSEE further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in, or upon said Licensed Premises, that no act shall be permitted and nothing shall be kept in or about said Licensed Premises that will increase the risk of any hazard, fire, or catastrophe, and that no waste shall be permitted or committed upon or any damage done to said Licensed Premises. LICENSEE shall not permit the Licensed Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

5. ALTERATIONS AND IMPROVEMENTS TO LICENSED PREMISES:

LICENSEE may not make any alteration, adjustment, partition, addition, or improvement to the Licensed Premises, or any part thereof, without obtaining prior written consent of CITY. All requests by LICENSEE shall be in writing and shall contain all pertinent plans and specifications. All alterations, adjustments, partitions, additions, or improvements shall, at the CITY's sole discretion, remain the exclusive property of CITY or be removed by LICENSEE upon CITY's request. In the event that CITY shall request removal, LICENSEE shall perform, at its sole cost, removal in a manner that shall return the Licensed Premises to the condition in which it was received. Any costs necessary to restore or prepare the Licensed Premises for return shall be the sole responsibility of LICENSEE.

LICENSEE shall keep the Licensed Premises in a clean, safe, and sanitary condition.

6. ASSIGNMENT OR SUBLETTING:

LICENSEE shall have no authority to assign all or any portion of the Licensed Premises during any term of this Revocable License Agreement except to an affiliate of LICENSEE. Should LICENSEE attempt to assign this Revocable License Agreement other than to an affiliate of LICENSEE, then the Revocable License Agreement shall be terminated forthwith, automatically, by operation of this clause, without prior notice to LICENSEE.

7. PERSONAL PROPERTY AND DAMAGE:

LICENSEE agrees that all personal property placed upon the Licensed Premises shall remain the property of LICENSEE, and shall be placed upon the Licensed Premises at the risk of LICENSEE. LICENSEE shall give to CITY, or its agent, prompt written notice, in compliance with the provisions of Section 16, Notices, below, of any occurrence, incident, or accident occurring on the Licensed Premises. In the event that any damage should occur to the Licensed Premises, LICENSEE shall promptly notify CITY.

8. INSPECTIONS:

CITY or its agents, or any authorized employee of said agent, may enter upon said Licensed Premises at all reasonable times and hours to examine same to determine if LICENSEE is properly maintaining the Licensed Premises according to the terms of this Revocable License Agreement.

9. INDEMNIFICATION:

LICENSEE shall at all times hereafter indemnify and hold harmless the CITY and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the CITY or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement or caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, LICENSEE or its employees, agents, servants, partners, principals, or subcontractors. LICENSEE shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. LICENSEE expressly understands and agrees that any insurance protection required by this Revocable License Agreement or otherwise provided by LICENSEE shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the CITY or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Revocable License Agreement.

To the extent considered necessary by CITY, any sums due to LICENSEE under this Revocable License Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Revocable License Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

If LICENSEE uses a subcontractor, LICENSEE shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.

10. INSURANCE:

10.1 LICENSEE shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Revocable License Agreement (unless otherwise provided), the insurance coverage set forth in this Article, in accordance with the terms and conditions required by this Article.

10.2 Such policy or policies shall be without any deductible amount unless otherwise noted in this Revocable License Agreement and shall be issued by approved companies authorized to do business in the State of Florida, with an AM Best financial rating of A- or better. LICENSEE shall pay all deductible amounts, if any. LICENSEE shall specifically protect the City of Delray Beach by naming the City of Delray Beach as an additional insured under the Commercial Liability Policy as well as on any Excess Liability Policy coverage. The official title of the certificate holder is City of Delray Beach. This official title shall be used in all insurance documentation.

10.3 Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of One Million Dollars (\$1,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy as filed by the Insurance Services Office without restrictive endorsements excluding or limiting coverage for:

Premises and/or operations.

Explosion, Collapse and Underground Hazards

Independent contractors.

Products and/or Completed Operations for contracts.

Broad Form Contractual Coverage applicable to this specific Revocable License Agreement, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

10.4 Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in the minimum amount required by Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws.

10.5 LICENSEE shall furnish to CITY proof of insurance such as Certificate of Insurance and endorsements, Declarations pages or policies evidencing the insurance coverage specified by this Article at least fifteen (15) calendar days prior to October 1, 2023. LICENSEE's failure to provide to CITY the Certificates of Insurance or endorsements evidencing the insurance coverage as required herein shall provide the basis for the termination of the Revocable License Agreement.

10.6 Coverage is not to cease and is to remain in force until all performance required of LICENSEE is completed. All policies must be endorsed to provide CITY with notice of expiration, cancellation and/or restriction. If any of the insurance coverage will expire prior to the expiration of this Revocable License Agreement, copies of renewal policies shall be furnished upon expiration.

10.7 CITY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Revocable License Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements. If LICENSEE uses a subcontractor, LICENSEE shall ensure that subcontractor names CITY as an additional insured.

11. TERMINATION:

This Revocable License Agreement is merely a right to use, and grants no estate in the Licensed Premises. This Revocable License Agreement may be canceled by CITY, acting through its City Manager, with or without cause, at any time during the term hereof, upon written notice to LICENSEE. It is expressly understood by the parties that LICENSEE is receiving from CITY a revocable license, which may be terminated at any time by CITY for any or no cause whatsoever.

12. MAINTENANCE, REPAIR, AND DAMAGE OF LICENSED PREMISES:

12.1. LICENSEE's Obligations: With respect to the interior of the Licensed Premises, LICENSEE shall be solely responsible for and shall promptly pay as its expense all charges for electricity, telephone, cable, television, communication equipment, janitorial services, cleaning, refuse removal, pest control, painting, window cleaning, the ordinary and scheduled maintenance and minor repair of the HVAC equipment, and all other utility consumption charges, including but not limited to, all charges for water, sewer, and gas. LICENSEE shall also be solely responsible for maintaining the interior non-structural portion of the Licensed Premises, as its sole cost and expense, including without limitation, its walls, floors, and ceilings, the electrical and plumbing systems, lighting, security, fire safety, and the exterior doors and exterior windows of the Licensed Premises. The LICENSEE shall pay all costs and expenses for the installation of any improvements made to the interior of the Licensed Premises, and additional utilities, other improvements, or upgrades to the improvements provided by the LICENSEE, as well as costs and expenses associated with the extension of any and all lines necessary to provide such additional

utilities, improvements, upgrades, and services to the interior of the buildings, and all connection fees, assessments and charges related thereto. LICENSEE shall also be responsible for paying all charges associated with a maintenance agreement for the HVAC and related equipment, in order to ensure the maintenance agreement to the LICENSOR.

12.2 CITY's Obligations: CITY shall be responsible for the maintenance, repair, and replacement of the portions of the Licensed Premises which the CITY is not obligated to maintain and repair, including without limitation, all perimeter parts of the Licensed Premises, the structural, non-structural, functional and systemic aspects of the Licensed Premises, including the roof, foundation, load-bearing walls, general exterior maintenance, treatment and structural repair related to and/or caused by wood destroying organisms, walkways, sidewalks, landscaping, irrigation, water lines, sanitary sewer lines, stormwater lines, exterior lighting, signage, water features and associated plumbing fixtures, security cameras, parking areas, downspouts, gutters, sprinkler system, regular mowing of any grass, trimming, weed removal, and general landscape maintenance. However, CITY agrees that CITY shall not be responsible for any claims for damage to person or property that result from improvements constructed or installed by LICENSEE in the Center, or for the maintenance, repair, or replacement of same.

12.3 Damage to License Premises: LICENSEE shall be fully responsible for damage of any kind or nature to the Licensed Premises and CITY property located thereon caused by the use of the Licensed Premises by LICENSEE or invitees of LICENSEE. LICENSEE shall be fully responsible for any and all repairs or replacement deemed necessary by CITY to return the Licensed Premises and CITY property to the condition existing at the commencement of this Revocable License Agreement, normal wear and tear excluded. LICENSEE shall give to CITY, or its agent, prompt written notice, in compliance with the provisions of Section 16 below, NOTICES, of any occurrence, incident, or accident occurring on the Licensed Premises. In the event any damage should occur to the Licensed Premises, LICENSEE shall promptly notify CITY, although CITY has no obligation to repair.

12.4 CITY has no knowledge of any issue or condition of the Licensed Premises that would make such Licensed Premises unsafe to LICENSEE's personnel, such as environmental hazards, hazardous substances/materials, and structural and mechanical deficiencies.

13. AMENDMENTS:

No modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

14. SURRENDER UPON TERMINATION:

LICENSEE shall peaceably surrender and deliver the Licensed Premises to CITY, or its agents, immediately upon expiration of the revocable license term or upon termination of this Revocable License Agreement.

LICENSEE further agrees that it will leave the Licensed Premises in the condition existing at the commencement of this Revocable License Agreement, all alterations, adjustments, partitions, additions, or improvements excepted, and normal wear and tear excepted, subject to the repair and maintenance obligations provided in this Revocable License Agreement.

15. MATERIALITY AND WAIVER OF BREACH:

CITY and LICENSEE agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Revocable License Agreement, and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Revocable License Agreement shall not be deemed a waiver of such provision or modification of this Revocable License Agreement. A waiver of any breach of a provision of this Revocable License Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Revocable License Agreement.

16. NOTICES:

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

Notice to CITY shall be addressed to:

City of Delray Beach,
100 NW 1st Avenue
Delray Beach, FL 33444
Attn: City Manager

With copy to:

City Attorney Office
City of Delray Beach
200 NW 1st Avenue
Delray Beach, FL 33444
Attn: City Attorney

Notice to the LICENSEE shall be addressed to:

Mae Volen Senior Center, Inc.
1515 W. Palmetto Park Road
Boca Raton, FL 33486
Attention: *ELIZABETH LUGO, PRESIDENT/CEO*

17. INDEPENDENT CONTRACTOR:

LICENSEE is an independent contractor under this Revocable License Agreement. Services provided by LICENSEE pursuant to this Revocable License Agreement shall be subject to the supervision of LICENSEE. In providing such services, neither LICENSEE nor its agents shall act as officers, employees, or agents of CITY. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Revocable License Agreement.

18. CONTINGENCY FEE:

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 Revocable License Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for LICENSEE, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Revocable License Agreement. For a breach or violation of this provision, CITY shall have the right to terminate this Revocable License Agreement without liability at its discretion, or to deduct from the Revocable License Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

19. THIRD PARTY BENEFICIARIES:

Neither LICENSEE nor CITY intends to directly or substantially benefit a third party by this Revocable License Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Revocable License Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Revocable License Agreement.

20. COMPLIANCE WITH LAWS:

LICENSEE shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Revocable License Agreement.

21. SEVERANCE:

In the event this Revocable License Agreement or a portion of this Revocable License Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or LICENSEE elects to terminate this Revocable License Agreement. The election to terminate this Revocable License Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

22. JOINT PREPARATION:

The parties hereto acknowledge that they have sought and received 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 Revocable License Agreement has been a joint effort of the parties, the language has been agreed to by parties to express 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.

23. PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Revocable License Agreement by reference, and a term, statement, requirement, or provision of this Revocable License Agreement, the term, statement, requirement, or provision contained in this Revocable License Agreement shall prevail and be given effect.

24. JURISDICTION, VENUE, WAIVER OF JURY TRIAL:

This Revocable License Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Revocable License Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Revocable License Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS REVOCABLE LICENSE AGREEMENT, LICENSEE AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY**

HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS REVOCABLE LICENSE AGREEMENT.

25. PRIOR AGREEMENTS:

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this License that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

26. INCORPORATION BY REFERENCE:

The truth and accuracy of each “Whereas” clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Revocable License Agreement.

27. REPRESENTATION OF AUTHORITY:

Each individual executing this Revocable License Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Revocable License Agreement, duly authorized by all necessary and appropriate action to execute this Revocable License Agreement on behalf of such party and does so with full legal authority.

28. MULTIPLE ORIGINALS:

This Revocable License Agreement may be executed in two (2) copies, each of which shall be deemed to be an original.

29. PUBLIC RECORDS

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK’S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

- a. LICENSEE shall comply with public records laws, specifically to:
- i. Keep and maintain public records required by the CITY to perform the service.
 - ii. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
 - iii. 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 Agreement term and following completion of the Agreement if the LICENSEE does not transfer the records to the CITY.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the CITY all public records in possession of LICENSEE or keep and maintain public records required by the CITY to perform the service. If LICENSEE transfers all public records to the CITY upon completion of the Agreement, LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LICENSEE keeps and maintains public records upon completion of the Agreement, LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
 - v. If LICENSEE does not comply with this section, the CITY shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

30. INSPECTOR GENERAL:

LICENSEE is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matter relating to the negotiation and performance of this contract and may demand an obtain records and testimony from LICENSEE and its sub licensees and lower tier sub licensees. LICENSEE understands and agrees that in addition to all other remedies and consequences provided by law, the failure of LICENSEE or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement justifying its termination.

IN WITNESS WHEREOF, the City and the Contractor executed this Agreement as of the day and year first above written.

ATTEST:

Katerri Johnson
Katerri Johnson, City Clerk

CITY OF DELRAY BEACH
By: Shelly Petrolia
Shelly Petrolia, Mayor

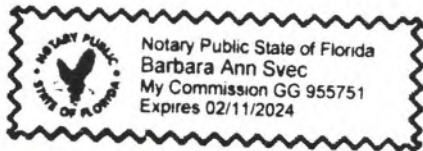
Approved as to form and legal sufficiency:

Lynn Gelin
Lynn Gelin, City Attorney



MAE VOLEN SENIOR CENTER, INC.
By: Elizabeth Lugo
Print Name: ELIZABETH LUGO
Title: PRESIDENT / CEO

(SEAL)



STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of June 7, 2023 by Elizabeth Lugo (name of person), as CEO/President (type of authority) for VolenCenter (name of party on behalf of whom instrument was executed).

Personally known OR Produced Identification
Type of Identification Produced _____

Barbara Ann Svec
Notary Public – State of Florida

EXHIBIT "A"

A portion of the East One-Half (East ½) of Section 7, Township 46 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

Commencing at the Northeast corner of said Section 7; thence run North 89 degrees 54 minutes 30 seconds West 53.00 feet along the North line of said Section 7 to a point; thence run South 00 degrees 23 minutes 20 seconds East 1222.21 feet along the Westerly Right-of-Way line of Congress Avenue as laid out and now in use to a point of curvature of a curve concave to the West; thence run Southwesterly 1253.34 feet along said Westerly Right-of-Way line and along the arc of said curve having for its elements a radius of 3766.80 feet and a central angle of 19 degrees 03 minutes 45 seconds to a point of tangency; thence run South 18 degrees 40 minutes 25 seconds West 718.02 feet along said Westerly Right-of-Way line to the POINT OF BEGINNING; thence continue South 18 degrees 40 minutes 25 seconds West 920.45 feet. along said Westerly Right-of-Way line to a point of intersection with the Northerly Right-of-Way line of Lake Ida Road as shown on the Plat of Delray Shores according to the Plat thereof recorded in Plat Book 24, Page 233, of the Public Records of Palm Beach County, Florida; thence run North 64 degrees 09 minutes 50 seconds West 54.16 feet along said Northerly Right-of-Way line to a point of curvature of a curve concave to the Southwest; thence run Northwesterly 307.80 feet along said Northerly Right-of-Way line and along the arc of said curve having for its elements a radius of 1649.66 feet, a central angle of 10 degrees 41 minutes 25 seconds and a chord bearing of North 69 degrees 29 minutes 18 seconds West to a point; thence run North 18 degrees 40 minutes 25 seconds East 781.96 feet to a point; thence run East 381.00 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM THE FOLLOWING 3 PARCELS OF LAND:

PARCEL 1:

That certain Right-of-Way as conveyed to Palm Beach County in instrument dated June 10, 1987 and recorded September 25, 1987 in Official Records Book 5430, Page 1719, of the Public Records of Palm Beach County, Florida and being more particularly described as follows:

A parcel of land situate in Section 7, Township 46 South, Range 43 East, Palm Beach County, Florida, being a portion of the parcel of land described in Official Records Book 3687, Page 934, of the Public Records of said Palm Beach County, lying adjacent to the Westerly Right-of-Way line of Congress Avenue, as now laid out and in use, being more particularly described as follows: Commencing at the Northeast corner of the said Section 7, said point being along the centerline of said Congress Avenue; thence running along the East line of said Section 7, South 00 degrees 50 minutes 12 seconds East, a distance of 1219.87 feet to the beginning of a curve having a radius of 3819.80 feet from which a radial line bears South 89 degrees 09 minutes 48 seconds West; thence departing from said East line of Section 7 and continuing along said centerline of Congress Avenue, Southwesterly along the arc of said curve subtending a central angle of 19 degrees 03 minutes 46 seconds, a distance of 1270.88 feet; thence South 18 degrees 13 minutes 33 seconds West, a distance of 1640.82 feet; thence departing from said centerline of Congress Avenue, North 71 degrees 46 minutes 27 seconds West, a distance of 53 feet to the corner formed by the

intersection of the Westerly Right-of-Way line of said Congress Avenue and the Northerly Right-of-Way of Lake Ida Road, as shown on Plat Book 24, Pages 232 and 233, to the POINT OF BEGINNING.

From the POINT OF BEGINNING, thence departing from said Westerly Right-of-Way line of Congress Avenue and running along said Northerly Right-of-Way line of said Lake Ida Road North 64 degrees 32 minutes 15 seconds West, a distance of 7.06 feet; thence departing from said Northerly Right-of-Way line of Lake Ida Road along a line 7.00 feet West of and parallel to said Westerly Right-of-Way of Congress Avenue, North 18 degrees 13 minutes 33 seconds East, a distance of 918.97 feet; thence South 89 degrees 35 minutes 42 seconds West, a distance of 7.39 feet to intersect the aforementioned Westerly Right-of-Way line of Congress Avenue; thence along said Westerly Right-of-Way of Congress Avenue South 18 degrees 13 minutes 33 seconds West, a distance of 922.22 feet to the POINT OF BEGINNING.

PARCEL 2:

The certain Right-of-Way as conveyed to Palm Beach County in instrument dated March 4, 1985 and recorded June 14, 1994 in Official Records Book 8302, Page 1867, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:

A parcel of land located in the East One-Half (E1/2) of Section 7, Township 46 South, Range 43 East, in Palm Beach County, Florida, said parcel being more particularly described as follows:

Commencing at the Southeast corner of Recreation Tract A, as recorded in Plat Book 37, Page 94, of the Public Records of Palm Beach County, Florida; thence South 18 degrees 39 minutes 42 seconds West along the Southerly prolongation of the East boundary line of said Tract A, a distance of 14.07 feet to a point on a curve concave to the Southwest and having a radius of 1649.66 feet and central angle of 10 degrees 40 minutes 09 seconds and a chord length of 307.19 feet and chord bearing of South 69 degrees 31 minutes 14 seconds East, said point lying on the North Right-of-Way line of Lake Ida Road, as recorded in the Plat of Delray Shores, Plat Book 24, Page 232, of the Public Records of Palm Beach County, Florida; thence Easterly along the arc of said curve, a distance of 307.19 feet; thence South 65 degrees 11 minutes 26 seconds East along the North Right-of-Way of said Lake Ida Road, a distance of 27.61 feet to the POINT OF BEGINNING; thence continue South 65 degrees 11 minutes 26 seconds East, a distance of 28.15 feet to a point on the West Right-of-Way line of Congress Avenue; thence North 17 degrees 37 minutes 19 seconds East along the said West Right-of-Way line of Congress Avenue, a distance of 28.35 feet; thence South 66 degrees 12 minutes 56 seconds West, a distance of 37.50 feet to the POINT OF BEGINNING.

PARCEL 3:

A portion of the East ½ of Section 7, Township 46 South, Range 43 East, Palm Beach County, Florida, known as Parcel 109, as set forth in that certain Stipulated Order of Taking and Final Judgment, as recorded in Official Records Book 12800, Page 1924, of the Public Records of Palm Beach County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of Recreation Tract A, as recorded in Rainberry Lake Phase 2, Plat Book 37, Pages 94 and 95, of the Public Records of Palm Beach County, Florida; thence South 17° 39' 24" West 781.84 feet, to the Northerly Right-of-Way line of Lake Ida Road, as recorded in the Plat of Rainberry Lake Phase 2, Plat Book 37, Pages 94 and 95; thence continuing South 17° 39' 24" West 7.99 feet to the POINT OF BEGINNING; thence continuing South 17° 39' 24" West 6.01 feet to a point on a curve on the Northerly Right-of-Way line of Lake Ida Road whose radial line bears South 14° 07' 58" West; thence Southeasterly along the Northerly Right-of-Way line of Lake Ida Road, as recorded in the Plat of Delray Shores, Plat Book 24, Page 232 and along the arc of said curve concave to the Southwest having a radius of 1649.65 feet and a central angle of 10° 40' 08", an arc distance of 307.18 feet to a point of tangency; thence South 65° 11' 54" East 27.61 feet to the Westerly Right-of-way line of Congress Avenue as recorded in Official Records Book 8302, Page 1867; thence North 66° 12' 21" East along the Westerly Right-of-Way line of Congress Avenue, 37.50 feet; thence North 17° 36' 51" East, along the Westerly Right-of-Way line of Congress Avenue, as recorded in Official Records Book 5430, Page 1719, a distance of 17.17 feet; thence North 72° 22' 36" West, 8.17 feet; thence South 66° 12' 21" West, 45.52 feet; thence North 65° 11' 54" West, parallel with the Northerly Right-of-Way line of Lake Ida Road, 12.05 feet to a point of curvature; thence Northwesterly along the arc of a curve concave to the Southwest having a radius of 1659.65 feet and a central angle of 02° 51' 17", an arc distance of 82.69 feet to a point of non-tangency, whose radial line bears South 21° 56' 49" West; thence North 72° 16' 26" West 81.41 feet to a point on a curve whose radial line bears South 19° 08' 10" West; thence Northwesterly along the arc of said curve concave to the Southwest having a radius of 1655.65 feet and a central angle of 04° 59' 26", an arc distance of 144.21 feet to the POINT OF BEGINNING, Said lands situate in the City of Delray Beach, Palm Beach County, Florida.

EXHIBIT B: SCOPE OF SERVICES

The Volen Center operates a licensed Adult Day Care facility at the building located at 850 N. Congress Avenue, Delray Beach, Florida 33445. The operating hour may include days and times up to 7:00 a.m. – 7:00 p.m., Sunday through Saturday, 365 days a year.

THE MAE VOLEN SENIOR CENTER, INC. - OPERATING ACCOUNT

DATE 6/6/2023

CHECK NO. 050358

VENDOR KEY CITY11

INVOICE #	INVOICE DATE	AMOUNT	DISCOUNT	VOUCHER #	NET AMOUNT
RENEWAL 2023	6/6/2023	1.00	0.00	089856	1.00
TOTAL		1.00	0.00		1.00

ALTEC INC. (800) 333-5180 PRV630LZ

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER

THE MAE VOLEN SENIOR CENTER, INC.
 OPERATING ACCOUNT
 1515 W. PALMETTO PARK ROAD
 BOCA RATON, FL 33486
 (561) 395-8920

TRUIST 
 63-215/831

050358

DATE
 6/6/2023

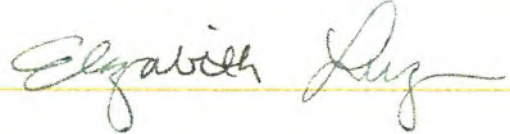
CHECK NO.
 050358

ONE AND XX / 100 U.S. DOLLARS

PAY
 TO THE
 ORDER OF

CITY OF DELRAY BEACH
 ATTN: CITY MANAGER
 100 N.W. 1ST AVE
 DELRAY BEACH, FL 33444

AMOUNT
 ****\$1.00



AUTHORIZED SIGNATURE

THE FACE OF THIS CHECK HAS A SECURITY VOID BACKGROUND PATTERN - DO NOT CASH IF THE WORD VOID IS VISIBLE

⑈050358⑈ ⑆263191387⑆ 1100020464397⑈

RESOLUTION NO. 126-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA APPROVING A REVOCABLE LICENSE AGREEMENT WITH THE MAE VOLLEN SENIOR CENTER INC. FOR THE EXCLUSIVE USE OF THE WESTERN COMMUNITY CENTER LOCATED AT LAKE IDA ROAD AND CONGRESS AVENUE TO PROVIDE ADULT DAY HEALTH CARE SERVICES FOR RESIDENTS OF THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY AMENDMENTS AND/OR RENEWALS THERETO AND TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THIS AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Delray Beach (“City”) is authorized to enter into agreements to provide services, programming, and products in accordance with its Charter; and

WHEREAS, the City owns a parcel of land located at the intersection of Lake Ida Road and Congress Avenue with a street address of 850 North Congress Avenue, Delray Beach, Florida 33445 (“Property”); and

WHEREAS, the Mae Volen Senior Center, Inc, currently occupies the building located on the Property pursuant to a Revocable License Agreement that expires on September 30, 2023; and

WHEREAS, the City desires to enter into a new Revocable License Agreement with the Mae Volen Senior Center Inc. to continue to provide adult day health care services for residents of the City; and

WHEREAS, the City Commission deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Delray Beach and the public at large.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DELRAY BEACH, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are hereby affirmed and ratified.

Section 2. The City Commission of the City of Delray Beach has reviewed and hereby approves this Revocable License Agreement with the Mae Volen Senior Center Inc., which is attached to this Resolution as “Exhibit A”.

Section 3. The City Commission authorizes the City Manager to execute any amendments and/or renewals thereto and take any other actions necessary to effectuate this Agreement.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED in regular session on the 18th day of July, 2023.

ATTEST:

Katerri Johnson
Katerri Johnson, City Clerk

Shelly Petrolia
Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin
Lynn Gelin, City Attorney





CITY OF DELRAY BEACH
 CITY ATTORNEY'S OFFICE
 200 NW 1ST Avenue, Delray Beach, FL 33444
 561-243-7090



LEGAL REVIEW FORM

This form is to be used solely for the legal review of documents not including procurement agreements. Procurement Agreements are reviewed under a separate cover. This form shall only be completed by a member of the City Attorney's Office.

Date of Review: 05/25/2023

Document Name: Revocable License Agreement

Document Type: Revocable License Agreement with Mae Volen Senior Center, Inc., for the use of Western Community Center. Agreement contains all standard City terms. Agreement is for 3 years with 2 1-year renewal options. Agreement can be terminated with or without cause upon notice to Mae Volen Senior Center, Inc.

Submitted by: Lynda Wieland

This document is approved as to form and legal sufficiency.

This document is approved as to form and legal sufficiency; however, the undersigned made the following change(s):

This document is not approved as to form and legal sufficiency for the following reason(s):

Notes:

s/William M. Bennett, Esq.
 Assistant City Attorney

Copy to:

 City Attorney's Office (with a copy of the approved document)

 X Other: Lynda Wieland