
**DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
REVOCABLE LICENSE AND
FACILITY USE AGREEMENT**

THIS IS AN AGREEMENT, dated the ____ day of _____, 2021, by and between:

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, duly created and operated pursuant to Chapter 163, *Florida Statutes*, hereinafter referred to as "CRA",

and

FLORIDA HEALTH GROUP, INC., a Florida Corporation, **doing business as COMPASS HEALTH**, with an address of 731 US Highway 1, Tequesta, Florida 33469, hereinafter referred to as "LICENSEE".

W I T N E S S E T H:

WHEREAS, the CRA owns certain real property and improvements located at 708 W. Atlantic Ave, Delray Beach, Florida 33444 and located within the CRA's Community Redevelopment Area ("Premises"); and,

WHEREAS, The CRA desires to enter into a written agreement with LICENSEE to use the Premises for recurring weekly events on Wednesdays focusing on Medicare and Medicaid assistance, health insurance as it relates to the American Rescue Plan, and other health related topics as set forth herein; and

NOW THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CRA and LICENSEE agree as follows:

**ARTICLE 1
PREAMBLE**

The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference

**ARTICLE 2
TERM AND TERMINATION**

2.1 The term of this Agreement shall commence upon execution of this Agreement by both parties, and shall continue indefinitely, unless sooner terminated as provided herein (the "Term").

2.2 *Termination:* This Agreement may be terminated by the LICENSEE or CRA for convenience by providing the other party with thirty (30) days written notice.

2.3 *Default by LICENSEE*: In addition to all other remedies available to CRA, this Agreement shall be subject to termination by CRA for cause, should LICENSEE neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of fifteen (15) days after receipt by LICENSEE of written notice of such neglect or failure and opportunity to cure.

ARTICLE 3 **USE OF PROPERTY**

3.1 The CRA agrees to allow the LICENSEE a non-exclusive license for the limited use of the “Premises” at the times and dates listed in Exhibit “A” for the purpose of holding recurring weekly events on Wednesdays focusing on Medicare and Medicaid assistance, health insurance as it relates to the American Rescue Plan and other health related topics (“Program Activities”). Use of the Premises for any other activity(ies), or for use of the Premises by the LICENSEE at other dates and times, is subject to prior written approval of the CRA’s Executive Director or her designee.

3.2 The parties agree that events sponsored by the CRA shall have first priority for use of Property. The CRA will notify LICENSEE a minimum of thirty (30) days in advance of any events which may conflict with the times and dates listed in Exhibit “A”.

3.3 LICENSEE shall submit to the CRA any subcontractors or third party entities who will be assisting in providing the Program Activities on the Premises (“Subcontractor(s)”). Approval of any Subcontractors shall be at the sole discretion and prior written approval of the CRA’s Executive Director or her designee. The CRA may request any additional documentation prior to approving or denying a request to allow any Subcontractors to provide Program Activities at the Premises.

ARTICLE 4 **OBLIGATIONS OF THE LICENSEE**

4.1 The LICENSEE shall comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state, and federal agencies, as applicable including any federal, state, or local rules, orders, regulations, and requirements related to the COVID-19 Coronavirus.

4.2 The LICENSEE agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation of its programs under this Agreement and further agrees that it shall be responsible for obtaining any and all licenses, permits, or certificates required to operate under this Agreement, including the cost associated therewith.

4.3 The LICENSEE agrees that it shall not discriminate against any person on the basis of race, color, religion, sexual orientation, gender or gender identity in its use of the aforementioned facilities.

4.4 The LICENSEE agrees that it shall not make, or permit to be made any structural changes or improvements to the aforementioned facilities, except upon written approval of the CRA. Any changes or improvements approved by the CRA shall be removed by the LICENSEE at the end of each use.

4.5 The LICENSEE shall not cause or permit the release or disposal of any hazardous substances, wastes or materials, or any medical, special or infectious wastes, on or about the Premises of which this Agreement contemplates, and the LICENSEE shall be solely responsible for and shall promptly pay the cost of removing all such hazardous substance, wastes and materials and any such medical, special and infectious waste from the Premises, which removal shall be in accordance with all applicable governmental requirements. Hazardous substances, wastes or materials shall include those which are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.A. Sections 9501 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C.A. Sections 6901 et seq.; the Substances Control Act, as amended, 15 U.S.C.A. Sections 2601 et seq.; and medical, special or infectious wastes shall include those which are defined pursuant to the medical waste regulations which have been promulgated by the Federal Government or the State of Florida, and as further set forth in any state or local laws and ordinances, and their corresponding regulations. The LICENSEE shall comply with all federal, state and local laws, regulations and ordinances which govern the use, storage, handling and disposal of hazardous substances, wastes or materials and medical, special or infectious wastes. The LICENSEE shall indemnify, defend and hold the CRA harmless from and against any claims or liability arising out of or connected with the LICENSEE's failure to comply with the terms of this Section 4.5, which terms shall survive the expiration or earlier termination of this Agreement.

ARTICLE 5
OBLIGATIONS OF THE CRA

5.1 The CRA shall maintain Premises and shall supply adequate utilities for the Premises during the LICENSEE's use.

5.2 The CRA reserves the right to determine the suitability of the Premises for use under this Agreement. The CRA shall bear no responsibility, nor shall the LICENSEE seek any redress for its inability to use the Premises, as provided herein, when, in the reasonable determination of the CRA, the Premises is deemed to be unsuitable for use for any period of time.

ARTICLE 6
INDEMNIFICATION AND INSURANCE

6.0 The LICENSEE shall indemnify and hold harmless the CRA and its officers, employees, elected officials, and agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CRA or its officers, employees, agents, elected officials, 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 use of the Premises by the LICENSEE or its employees, agents, servants, partners principals or subcontractors. The 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 CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The LICENSEE expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the LICENSEE shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CRA or its officers, employees, agents and instrumentalities as herein provided.

6.1 LICENSEE shall not commence use of the Premises under this Agreement until it has obtained all insurance required under this Article and such insurance has been approved by the CRA.

6.2 Certificates of Insurance, reflecting evidence of the required insurance, shall be provided to the CRA prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

6.3 Policies shall be endorsed to provide the CRA thirty (30) days notice of cancellation or the LICENSEE shall obtain written agreement from its agent to provide the CRA thirty (30) days notice of cancellation.

6.4 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CRA, which shall not be unreasonably withheld. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the LICENSEE shall furnish, at least ten (10) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The LICENSEE shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. LICENSEE shall be liable to CRA for any lapses in coverage resulting from a gap in insurance coverage.

6.5 REQUIRED INSURANCE:

6.5.1 LICENSEE shall obtain Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal injury, and products & completed operations. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000

-
2. Damage to rented premises - \$1,000,000
 3. Medical Expenses (any one person) - \$10,000
 4. Personal & Advertising Injury Limit - \$1,000,000
 5. General Aggregate Limit - \$2,000,000
 6. Products & Completed Operations Aggregate Limit - \$2,000,000

The CRA must be shown as an additional insured with respect to this coverage.

6.5.2 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Combined Single Limit (each accident) - \$1,000,000

6.6 LICENSEE shall name the CRA, as an additional insured on each of the General Liability policies required herein and shall hold the CRA, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the use of the Premises provided hereunder.

6.7 Any insurance required of the LICENSEE pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CRA as an additional insured, in any operation that is subcontracted unless such subcontractor is covered by the protection afforded by the LICENSEE and provided proof of such coverage is provided to CRA. The LICENSEE and any subcontractor shall maintain such policies during the term of this Agreement.

6.8 The CRA reserves the right to require any other additional reasonable and available types of insurance coverage and/or higher limits of liability it deems necessary based on the use of the Premises under this Agreement. The CRA will provide LICENSEE with forty-five (45) days written notice prior to requiring any other additional insurance coverage and/or higher limits of liability not set forth under this Agreement.

ARTICLE 7

VENUE

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Palm Beach County, Florida.

ARTICLE 8

MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between LICENSEE and CRA, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both LICENSEE and CRA with the same formality and equal dignity herewith.

ARTICLE 9
PUBLIC RECORDS

9.1 Public Records. LICENSEE shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, LICENSEE shall:

- (a) Keep and maintain public records required by the CRA in association with this Agreement.
- (b) Upon request from the CRA's custodian of public records, provide the CRA 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 this chapter or as otherwise provided by law.
- (c) 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 and following completion of the Agreement if the LICENSEE does not transfer the records to the CRA.
- (d) Upon completion of the Agreement, transfer, at no cost, to the public agency all public records in possession of the LICENSEE or keep and maintain public records required by the public agency to perform the service. If the LICENSEE transfers all public records to the CRA upon completion of the Agreement, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the Agreement, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

**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**

**CHRISTINE TIBBS
561-276-8640
TIBBSC@MYDELRAYBEACH.COM
20 NORTH SWINTON AVENUE
DELRAY BEACH, FLORIDA 33444**

The failure of LICENSEE to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

ARTICLE 10
MISCELLANEOUS

10.1 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

10.2 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by LICENSEE without the prior written consent of CRA. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties with the same formality and of equal dignity herewith. The CRA's Executive Director may further approve and amend the Original Agreement by executing a written agreement signed by both parties.

10.3 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, LICENSEE and CRA designate the following as the respective places for giving of notice:

For Agency: Renée A. Jadusingh, Esq., Executive Director
Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue
Delray Beach, FL 33444
Telephone: (561) 276-8640
Facsimile: (561) 276-8558
With email copy to: Kim N. Phan, Esq., Legal Advisor
kimp@mydelraybeach.com

LICENSEE: Florida Health Group, Inc dba Compass Health
Attn: Donna Henry
731 US Highway 1,
Tequesta, Florida 33469
dhenry@compasshealthinc.com

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

10.5 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

10.6 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

10.7 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

10.8 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

10.9 **Waiver.** Failure of the parties to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

10.10 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

10.11 **Protection of CRA Property.** At all times during the performance of this Agreement, LICENSEE shall protect CRA's property from all damage within LICENSEE's ability to control or prevent, on account of the LICENSEE's use of the Premises under this Agreement. For purposes of clarity, LICENSEE shall not be responsible for property damage caused by:

- Acts of God, including but not limited to, severe weather conditions, lightening, floods;
- Fire, explosion, power blackouts, and other accident or casualties, not caused by any act or omission of LICENSEE; and
- Riots, demonstrations, sabotage, and other civil disturbances.

EXHIBIT "A"
SCHEDULE OF EVENTS