

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: February 9, 2021 [] Consent [X] Regular
[] Workshop [] Public Hearing

Submitted For: Department of Airports

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Airport Medical Testing Center Agreement (Agreement) with Helix Virtual, Inc. (Helix), providing for the lease of approximately 851 square feet of space at the Palm Beach International Airport (PBI) for the provision of COVID-19 testing to airport passengers and employees and limited medical services to the general public, commencing upon Board approval and terminating on September 30, 2021, with three, one-year renewal terms, for payment of rental in the amount of \$27,844.96 for the initial term.

Summary: This Agreement provides for COVID-19 testing by Helix at PBI, including polymerase chain reaction (PCR) test and rapid tests. Testing services are being offered by a growing number of airports throughout the United States, including the Fort Lauderdale International Airport and Tampa International Airport, for the purpose of facilitating safe travel in accordance with CDC guidance and to assist compliance with state-mandated testing and quarantine orders. COVID-19 testing services will be limited to passengers with a documented travel itinerary within 72 hours of the test and airport employees, including employees of airlines and service providers. All testing services will be provided on a voluntary basis. Results of PCR tests are anticipated to be available within approximately 24 hours of testing, and rapid test results are generally less than 30 minutes. Helix has also proposed providing limited medical services at PBI, including telehealth medicine and vital assessments. Helix will lease approximately 851 square feet of space located on the second level of the terminal, east end near Concourse C. The space was formerly an airline lounge and requires minor improvements. Rental will commence 60 days after the effective date to provide for a portion of the cost of improvements; however, Helix anticipates starting operations as quickly as possible following approval of the Agreement. The Agreement will automatically renew each October 1st for up to three additional one-year terms, unless either party elects not to renew. The rental rate will also adjust each October 1st, based on the then-current terminal rental rate in accordance with the Signatory Airline Agreement (R2019-1155). Although Airport Concession Disadvantaged Enterprise participation was encouraged, it was not required due to the lack of availability of qualified ACDBE firms performing medical testing services. ACDBE participation for this Agreement is 0%. **Countywide (AH)**

Background and Justification: Although alternative testing sites remain available throughout Palm Beach County, the Department of Airports (Department) continues to receive inquiries from passengers regarding the availability of on-site testing services in order to comply with state testing, quarantine requirements and CDC guidelines for safe air travel. On December 7, 2020, the Department issued Request for Proposals No. PB 21-2 (RFP), for the operation and management of an on-site medical testing center at PBI to provide COVID-19 testing services as passenger convenience. Four proposals were received; one was disqualified as nonresponsive. On January 8, 2021, the Selection Committee met to review the proposals and consider oral presentations by Helix, PGN Lab LLC d/b/a Ellipse Diagnostics Stuart and Riviera Beach Integrated Care, Inc. The Selection Committee recommended award of the Agreement to Helix. Helix was founded in 1983 and operates five (5) locations in South Florida.

Attachments:

- 1. Airport Medical Testing Center Agreement (3)

Recommended By: *Laura Berke* 1-20-21
Department Director Date
Approved By: *JCBaker* 2/2/21
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>2025</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
Operating Revenues	<u>(\$27,845)</u>	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>(\$27,845)</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>	<u>\$-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No _____
 Does this item include the use of federal funds? Yes _____ No X

Budget Account No: Fund 4100 Department 120 Unit 8430 RSource 4413
 Reporting Category _____

JH

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Payment of rental will commence sixty (60) days after Board approval, or 4/11/21. The fiscal impact above includes only the initial term of 4/11/21 to 9/30/21, as renewal beyond FY2021 is not certain. The FY2021 annual rental rate is \$69.29 per square foot; therefore, the fiscal impact for 851 square feet is \$27,844.96 for the Initial Term. Rental rates are adjusted each October 1st, based on the then-current terminal rental rate for non-signatory airlines in accordance with the Signatory Airline Agreement (R2019-1155, as amended).

C. Departmental Fiscal Review: *Debbie Dawson*

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Lisa Monte Waller
 OFMB *EW* 1/20

Jan S. Jacobson 1/28/21
 Contract Dev. and Control
 1-28-21 TW

B. Legal Sufficiency:

Anne Delgant 1-28-21
 Assistant County Attorney

C. Other Department Review:

 Department Director

REVISED 11/17

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

C E R T I F I C A T E
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That Heather Coleman is the Secretary of Helix Virtual, Inc., a corporation organized and existing in good standing under the laws of the State of Florida, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as of the 18 day of January, 2021, in accordance with the laws of the State of Florida, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Airport Medical Testing Center Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation (the "Agreement"), a copy of which is attached hereto; and be it

FURTHER RESOLVED, that Robert Rodriguez, the CEO of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 18 day of January, 2021.

Heather Coleman

[Signature]

Corporate Seal

Heather Coleman, Secretary
(print name)

Search

Insured

Insured Name

Helix Virtual Inc. (DX00001311)

Helix Virtual Inc. (DX00001311)

Active Records Only

Name:	Helix Virtual Inc.
Account Number:	DX00001311
Address:	12 Spook Ridge Rd, Upper Saddle River, NJ, 07458
Status:	Pending Processing <u>Compliant with Waived Deficiencies.</u>

Insured Tasks **Admin Tools**

View ▼

	Insured
	Notes
	History
	Deficiencies
	Coverages
	Requirements
	Contract Screen

Add ▼

Edit ▼

Help ▼

Video Tutorials ▼

Insured ▲

Account Information

Account Number:	DX00001311
Risk Type:	Standard - Professional Services
Do Not Call:	Address Updated:

Address Information

Mailing Address	Physical Address
Insured:	Helix Virtual Inc.
Address 1:	12 Spook Ridge Rd
Address 2:	
City:	Upper Saddle River
State:	NJ

Zip:	07458	
Country:		
Contract Information		
Contract Number:		
Contract Start Date:	Contract End Date:	
Contract Effective Date:	Contract Expiration Date:	
Description of Services:	PBI-HV-21-01-Medical Testing Center	Safety Form II:
Contact Information		
Contact Name:	Heather Coleman	Misc:
Phone Number:	7722174472	Alt Phone Number:
Fax Number:		
E-Mail Address:	hcoleman@helixcares.com	
Approval Date:		
Rush:	No	
Contract on File:	No	
Certificate Received:	Yes	
Indemnification Agreement:	No	
Tax Id:		

This Account created by GV on 01/20/2021.

AIRPORT MEDICAL TESTING CENTER AGREEMENT

THIS AIRPORT MEDICAL TESTING CENTER AGREEMENT (this “Agreement”) is made and entered into _____, (“Effective Date”) by and between Palm Beach County, a political subdivision of the State of Florida (the “County”), and Helix Virtual, Inc., a Florida corporation, having its office and principal place of business at 2720 10th Avenue North, Palm Springs, Florida 33461 (the “Provider”).

WITNESSETH:

WHEREAS, County, by and through its Department of Airports (the “Department”), owns and operates Palm Beach International Airport, located in Palm Beach County, Florida (the “Airport”); and

WHEREAS, the COVID-19 pandemic has resulted in a significant impact on air travel, and in order to help mitigate the impact, County and Department are interested in facilitating the testing of airline passengers, airport and airline employees, and others associated with air travel for COVID-19; and

WHEREAS, Provider submitted a response to County’s public solicitation for competitive proposals for Airport Medical Testing Services, Request For Proposals No. PB 21-2, issued on December 7, 2020 (the “RFP”); and

WHEREAS, Provider has demonstrated the ability to properly operate, and manage and provide medical testing and related medical services in accordance with the terms and conditions of this Agreement; and

WHEREAS, Provider desires to lease space in the Airport Terminal (as defined herein) in support of its operations at the Airport.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

**ARTICLE 1
RECITALS**

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

**ARTICLE 2
DEFINITIONS**

The following terms, when used in this Agreement, shall have the meanings set forth below, unless context clearly appears otherwise:

- 2.01 “Additional Insured” has the meaning ascribed to it in Section 7.05.
- 2.02 “Additional Services” has the meaning ascribed to it in Section 4.06.
- 2.03 “Agreement” means this Agreement and all exhibits and addenda hereto, which are incorporated herein by this reference.
- 2.04 “Airline Agreement” means the standard-form agreement adopted pursuant to Resolution No. 2019-1155, as may be amended from time to time, and any successor resolution or agreement.
- 2.05 “Airport” or “PBI” means the Palm Beach International Airport located in Palm Beach County, Florida.
- 2.06 “Airport Concession Disadvantaged Business Enterprises (ACDBE)” has the meaning ascribed to it in Title 49, Part 23 of the Code of Federal Regulations, as now or hereafter amended or any successor regulation.
- 2.07 “Airport Rules and Regulations” means the Palm Beach County Airport Rules and Regulations adopted by Resolution No. R-98-220, as now or hereafter amended, and any successor ordinance or resolution regulating activities or operations on the Airport, which is hereby incorporated herein by reference and made a part hereof.
- 2.08 “Americans with Disabilities Act” or “ADA” means the Americans with Disabilities Act of 1990, as now or hereafter amended, and all implementing regulations, standards and policies.
- 2.09 “Assignment” has the meaning ascribed to it in Article 13.
- 2.10 “Base Rental Rate” means the rental rate for non-signatory airlines for similar space within the Terminal, in accordance with the Rate and Fee Schedule.
- 2.11 “Board” means the Board of County Commissioners of Palm Beach County, Florida.
- 2.12 “Bond” has the meaning ascribed to it in Section 5.04.
- 2.13 “Bond Resolution” means the Palm Beach County Airport System Revenue Bond Resolution dated April 3, 1984 (R-84-427), as amended and supplemented, which is hereby incorporated herein by reference and made a part hereof.
- 2.14 “CDC” means the Centers for Disease Control and Prevention.
- 2.15 “Commencement Date” has the meaning ascribed to it in Section 3.02.
- 2.16 “Common Areas” has the meaning ascribed to it in Section 4.03(A).

- 2.17 “Coronavirus” or “COVID-19” means the disease commonly referred to as “Coronavirus” or “COVID-19” (severe acute respiratory syndrome coronavirus 2, or SARS-CoV-2 virus).
- 2.18 “County” means Palm Beach County, Florida.
- 2.19 “Day” means a twenty-four (24) hour period beginning and ending at 12:00 midnight Eastern Standard Time and includes Saturdays, Sundays and holidays.
- 2.20 “Department” means the Palm Beach County Department of Airports.
- 2.21 “Director” means the Director or Acting Director of the Department of Airports.
- 2.22 “Effective Date” has the meaning ascribed to it in Section 3.01.
- 2.23 “Emergency Use Authorization” or “EUA” means an approval issued by the FDA.
- 2.24 “Employee” means any person providing Services for or on behalf of Provider, regardless of whether they are independent contractors or receive compensation from Provider.
- 2.25 “FAA” means the Federal Aviation Administration.
- 2.26 “FDA” means the Food and Drug Administration.
- 2.27 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (110 Stat. 1936).
- 2.28 “Initial Term” has the meaning ascribed to it in Section 3.02.
- 2.29 “Letter of Credit” has the meaning ascribed to it in Section 5.04.
- 2.30 “Minimum Services” has the meaning set forth in Section 4.05.
- 2.31 “Notices” has the meaning ascribed to it in Section 21.11.
- 2.32 “Operation” means the Services provided by Provider pursuant to the terms and conditions of this Agreement.
- 2.33 “PBI Employees” has the meaning ascribed to it in Section 4.05.
- 2.34 “PBI Passenger” means a person arriving at, or departing from, the Airport on a commercial airline as evidenced by a ticket, boarding pass or other appropriate documentation.
- 2.35 “Premises” or “Test Center” shall have the meaning ascribed to it in Section 4.01.
- 2.36 “Provider” has the meaning ascribed to it in the preamble.

- 2.37 “Proposal Guarantee” means the proposal guarantee included with the RFP Response.
- 2.38 “Rate and Fee Schedule” means Exhibit “E” to the current standard form Airline Agreement.
- 2.39 “Renewal Term” has the meaning ascribed to it in Section 3.02.
- 2.40 “Rental Commencement Date” has the meaning ascribed to it in Section 5.02.
- 2.41 “Rent Multiplier” means the multiplier as contained in the RFP Response to be applied in the calculation of rental adjustments pursuant to Section 5.07.
- 2.42 “Request For Proposals” or “RFP” has the meaning ascribed to it in the preamble.
- 2.43 “RFP Response” means Provider’s response to County’s RFP.
- 2.44 “Risk Management Department” means the Palm Beach County Risk Management Department.
- 2.45 “Security Deposit” has the meaning ascribed to it in Section 5.04.
- 2.46 “Services” means the Minimum Services and the Additional Services (if any).
- 2.47 “Term” means the Initial Term and any Renewal Term(s).
- 2.48 “Terminal” means the passenger terminal building located at the Airport, including any renovations or expansions.
- 2.49 “TSA” means the Transportation Security Administration.

ARTICLE 3
EFFECTIVE DATE AND TERM

3.01 Effective Date. This Agreement shall become effective when signed by all parties and approved by the Board (“Effective Date”).

3.02 Term. The term of this Agreement shall commence on the Effective Date (“Commencement Date”) and shall terminate on September 30, 2021 (“Initial Term”), unless terminated sooner pursuant to the terms and conditions of this Agreement. Upon the expiration of the Initial Term, this Agreement shall automatically be renewed on a year-to-year basis (October 1st through September 30th) (each a “Renewal Term”), unless either party, with the Department acting on behalf of County, elects not to renew this Agreement by providing no less than thirty (30) days advance written notice to the other party prior to the expiration of the then current term; provided, however, the Term shall not extend beyond September 30, 2024.

**ARTICLE 4
PREMISES AND PRIVILEGES**

4.01 Description of Premises Leased; Relocation of the Premises. The premises hereby leased consist of space located on Level Two of the Terminal, east end, containing approximately 851 square feet of space, all as more particularly identified on the attached Exhibit "A", attached hereto and by this reference made a part hereof (the "Premises" or "Test Center"). Department may, in Department's sole and absolute discretion, require Provider to relocate the Test Center and its Operation to an alternative location within the Terminal, upon providing not less than thirty (30) days prior written notice to Provider of the required relocation. Provider shall, at no cost to County, relocate the Test Center to the location/space designated by Department upon the date set forth in Department's written notice, and upon such date Exhibit "A" shall be considered amended, and rental shall be adjusted according to the square footage of such alternative space and this Agreement shall be considered amended to reflect the new Test Center location without formal amendment hereto.

4.02 Description of Privileges, Uses and Rights. County hereby grants to Provider, the limited right to operate and maintain the Premises for the purpose(s) of a medical testing center for the provision of the Services listed in Sections 4.05 and 4.06. The Premises shall not be used for any purposes other than those specifically provided for herein.

4.03 Description of General Privileges, Uses and Rights. County hereby grants to Provider the following nonexclusive general privileges, uses and rights, all of which shall be subject to the terms, conditions and covenants hereinafter set forth:

- A. the use of the common areas within the Airport's terminal building for Provider, its employees, contractors and agents. For purposes of this Agreement, "Common Areas" means the public corridors, restrooms and other public areas within the Airport's terminal building. The Common Areas shall at all times be subject to the exclusive control and management of County. County shall have the full right and authority to make all rules and regulations as the County may in its sole discretion deem proper, pertaining to the proper operation and maintenance of the Common Areas; and
- B. the right of ingress to and egress from the Airport's terminal building over and across public roadways and walkways serving the Airport for Provider, its employees, contractors and agents.

Except as expressly set forth in Sections 4.03(A) and 4.03(B) hereinabove, nothing herein contained shall be construed to grant to Provider the right to use any space or area improved or unimproved which is leased to or under the contractual control of a third party, or which County has not specifically leased to Provider herein.

4.04 Restrictions of Privileges, Uses and Rights. The rights granted hereunder are expressly limited to the maintenance and operation of the Premises pursuant to the terms of this Agreement. Provider covenants and agrees that the Premises shall be utilized solely for the uses permitted in this Agreement and for no other purpose whatsoever.

4.05 Minimum Services. Provider shall offer and administer FDA-approved COVID-19 diagnostic and antigen tests, including FDA-approved polymerase chain reaction (PCR) and antigen or rapid point-of-care tests, or such other FDA-approved tests(s) as may become available and approved by the Department, at the Test Center to: (a) PBI Passengers requesting testing within seventy-two (72) hours of arriving at, or departing from, the Airport; and (b) employees, contractors and personnel affiliated with the Airport, which shall be generally documented by such person holding an Airport-issued identification or other work documentation ("PBI Employees"), including identification of an airline, airline service provider, tenant or concessionaire at the Airport ("Minimum Services"). COVID-19 testing offered by Provider shall be sufficient to meet the requirements for both interstate and international air travel to destinations accepting or requiring COVID-19 testing prior to travel. Provider shall not administer, or market the availability of, COVID-19 testing at PBI to the general public. Provider acknowledges and agrees that COVID-19 testing shall be limited to PBI Passengers and PBI Employees, unless otherwise approved by County in writing, which approval may be granted, withheld or conditioned in County's sole and absolute discretion. At no time shall non-FDA approved COVID-19 testing take place at the Airport.

4.06 Additional Services. Provider shall be permitted to provide the Additional Services set forth in Exhibit "C", attached hereto and made a part hereof, subject to the terms and conditions of this Agreement. Exhibit "C" may be amended by the parties, without need for formal amendment of this Agreement, upon written approval of the parties, with Department acting on behalf of County.

ARTICLE 5 RENTALS

5.01 Rental. The initial annual rental shall be \$69.29 per square foot for 851 (eight hundred fifty-one) square feet, for a total of Fifty Eight Thousand, Nine-Hundred Sixty Five and 79/100 Dollars (\$58,965.79), payable in equal monthly installments of Four Thousand Nine Hundred Thirteen and 82/100 Dollars (\$4,913.82).

5.02 Commencement and Time of Payment. Payment of rental by Provider to County shall commence sixty (60) days following the Commencement Date (the "Rental Commencement Date"). If the Rental Commencement Date occurs on a day other than the first day of a month, Provider shall pay rent from the Rental Commencement Date to the first day of the following month on a per diem basis [calculated on the basis of a thirty (30) day month], payable in advance on the Rental Commencement Date. Any rent payment due hereunder for any other fractional month shall likewise be calculated and paid on such a per diem basis.

5.03 Unpaid Rent. In the event Provider fails to make timely payment of any rentals, fees, charges, and payments due and payable in accordance with the terms of this Agreement within ten (10) days after same shall become due and payable, interest at the rate established from time to time by the Board of County Commissioners [currently set at one and one-half percent (1½%) per month not to exceed eighteen percent (18%) per annum] shall accrue against the delinquent payment(s) from the date due until the date payment is received by the Department. Such interest shall constitute Additional Rent. Notwithstanding the foregoing, the Department, in its sole and absolute discretion, may elect to waive the aforementioned late fees in appropriate circumstances as determined by the Department. Nothing in this provision shall be construed as preventing County from terminating this Agreement for default in payment due to County pursuant to this Agreement or from exercising any other remedies contained herein or implied by law.

5.04 Security Deposit. Provider shall post and maintain, throughout the Term, a security deposit ("Security Deposit") as provided herein. The Proposal Guarantee shall serve as the initial Security Deposit, for a period not to exceed sixty (60) days from the Effective Date. Within sixty (60) days following the Effective Date, Provider shall replace the Proposal Guarantee and increase the amount of the Security Deposit to an amount equal to three (3) monthly installments of rental. In the event of any adjustment of rental, as provided in this Agreement, if the amount of any required Security Deposit increase resulting from such adjustment is less than fifteen percent (15%) of the amount of Security Deposit currently held, no increase in the Security Deposit shall be required. The Security Deposit shall serve as security for the payment of all sums due to County and shall also secure the performance of all obligations of Provider to County, pursuant to this Agreement. The Security Deposit shall be either in the form of a clean, Irrevocable Letter of Credit ("Letter of Credit"), a Surety Bond ("Bond") in form and substance reasonably satisfactory to County or other security acceptable to Department. In the event of any failure by Provider to pay any rentals or charges when due or upon any other failure to perform any of its obligations or other default under this Agreement beyond applicable cure periods, then in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw on the Security Deposit and apply same to all amounts owed. Upon notice of any such draw, Provider shall immediately replace the Security Deposit with a new Letter of Credit or Bond in the full amount of the Security Deposit required hereunder. Provider shall increase the amount of the Security Deposit to reflect any increases in the rental payable hereunder within thirty (30) days after notification by the County of any such increase. The Security Deposit shall be kept in full force and effect throughout the Term of this Agreement and any extension thereof. Not less than forty-five (45) calendar days prior to any expiration date of a Letter of Credit or Bond, Provider shall submit evidence in form satisfactory to County that such security instrument has been renewed. Failure to renew a Letter of Credit or Bond or to increase the amount of the Security Deposit as required by this Section shall constitute a default of this Agreement entitling County to all available remedies. The Security Deposit shall not be returned to Provider or released by County until all obligations under this Agreement are performed and satisfied. Prior to consent from County to any assignment of this Agreement by Provider, Provider's assignee shall be required to provide a Security Deposit to County in accordance with the terms and conditions of this Section.

5.05 Sales and Use Tax. Provider hereby covenants and agrees to pay monthly to County, as Additional Rent, any sales, use or other tax, or any imposition in lieu thereof (excluding State and/or Federal Income Tax) now or hereinafter imposed upon the rents, use or occupancy of the Premises imposed by the United States of America, the State of Florida, or Palm Beach County, notwithstanding the fact that the statute, ordinance or enactment imposing the same may endeavor to impose the tax upon County as Landlord.

5.06 Payment of Rent. All sums due hereunder shall be delivered, without any deduction, setoff or holdback whatsoever, to the Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, Florida 33406.

5.07 Adjustment of Rates for Rentals. Rentals payable hereunder by Provider to County shall be adjusted annually throughout the Term, effective each October 1 to the amount of the then-current Base Rental Rate. This Agreement shall be considered amended to reflect the new annual rental rate without formal amendment hereto, upon written notice to Provider indicating the new rental rate.

5.08 Additional Rent. Any and all sums of money or charges required to be paid by Provider under this Agreement, other than the annual rent, shall be considered "Additional Rent", whether or not the same is specifically so designated and County shall have the same rights to enforce due and timely payment by Provider of all Additional Rent as are available to County with regards to annual rent.

5.09 Accord and Satisfaction. In the event Provider pays any amount that is less than the amount stipulated to be paid under this Agreement, such payment shall be considered to be made only on account of the stipulated amount. No endorsement or statement on any check or letter shall be deemed an accord and satisfaction. County may accept any check or payment without prejudice to County's right to recover the balance due or to pursue any other remedy available to County pursuant to this Agreement or under the law.

ARTICLE 6 OBLIGATIONS OF PROVIDER

6.01 General Obligations.

- A. Provider shall provide the Minimum Services by appointment only to ensure that the Test Center does not exceed capacity, taking into consideration social distancing guidelines. Provider acknowledges and agrees that the Minimum Services shall be limited to PBI Passengers and PBI Employees as provided in Section 4.05.
- B. Provider shall establish an online website portal for appointment scheduling for the Minimum Services at the Airport.
- C. When a customer is self-paying for Minimum Services without insurance coverage, Provider may charge a maximum of \$125.00 per test, unless otherwise approved by the Department in writing.
- D. Neither party shall share or exchange personal health information of any customer of Provider with the other party. Furthermore, Provider shall comply with all applicable privacy laws, rules and requirements, including, but not limited to, HIPAA. Provider shall, however, provide statistical information, such as the total number of individuals tested, to the Department upon request so long as the disclosure of such information will not be in violation of any applicable privacy laws.
- E. To the extent required by applicable laws, regulations, ordinances or orders, Provider shall report results of COVID-19 testing to the State of Florida and local health authorities as and when required.
- F. Provider shall establish protocols for managing patient waiting areas for patients both before and after testing to ensure compliance with social distancing guidelines. Provider shall not permit customers to loiter, stage or wait outside of the Test Center in other areas of the Airport at any time.

- G. Provider shall endeavor to return COVID-19 test results to the PBI Passengers and PBI Employees no later than forty-eight (48) hours from the time the individual was administered the test. County acknowledges and agrees that Provider cannot guarantee such turnaround time and will not be liable for any damages resulting from tests that do not meet such turnaround times; provided, however, Provider shall establish protocols in coordination with local health authorities and the Department for the prompt reporting of positive results to PBI Passengers and local health authorities to minimize the potential risk of exposure of the traveling public and PBI Employees and shall comply with such protocols, as may be updated from time to time, through the Term of this Agreement.
- H. As a minimum requirement, the Test Center shall be operated Monday through Friday for no less than eight (8) hours per day, excluding major holidays, unless otherwise approved by County in its sole discretion. The exact hours of operation shall be determined based on operational needs, in consultation with the Department. Provider acknowledges that the Terminal is closed between the hours of 11:00 p.m. and 3:30 a.m. to the public and that the hours may be adjusted from time to time in the sole discretion of the Department. No customers shall be permitted at the Testing Center during periods of closure of the Terminal.
- I. Provider shall be responsible for providing all medical equipment, personal protective equipment, medical supplies, office equipment, office supplies, and all other equipment and supplies needed to conduct the Services at Provider's sole cost and expense.
- J. Provider shall have trained oversight staff during all hours of operation for administration, operations, safety, security, and traffic direction as needed.
- K. Provider shall not market or advertise its Services at the Airport without prior review and approval of all marketing and/or advertising materials by the Department, which approval shall not be unreasonably withheld, conditioned or delayed. Provider shall not use any PBI, Department or County graphic symbols/logos, or icons, on its marketing or advertising materials. Provider shall not market or advertise that PBI, Department or County endorses or otherwise sponsors the Services of Provider.
- L. County shall have the right to provide general information about the availability of the Services at the Airport and hours of operation on the PBI website.
- M. Provider shall ensure all customers of the Testing Center comply with local emergency orders, including County Emergency Order 2020-012, or any successor order(s), pertaining to mandatory facial coverings.
- N. Provider shall promptly respond to customer questions and complaints regarding Services, including questions and complaints referred to Provider by the Department.

6.02 Personnel.

- A. Provider shall ensure that all personnel working at the Testing Center are properly qualified and trained to provide the Services authorized to be provided pursuant to this Agreement.
- B. Personnel performing Services at the Testing Center on behalf of Provider shall wear appropriate nametags or identifying badges while on duty at the Airport.
- C. County shall have the right to object to the demeanor, conduct, and appearance of any person performing Services at the Airport on behalf of Provider, or any of its invitees or those doing business with it, whereupon Provider shall take all steps necessary to remedy the cause of the objection.
- D. The management and operation of the Testing Center shall at all times during the Term of this Agreement be under the supervision and direction of an active, qualified, competent and experienced manager, who shall be authorized to represent and act for Provider. A representative of Provider shall be available by telephone twenty-four (24) hours a day, seven (7) days a week, and three hundred sixty-five (365) days a year in case of emergency. Provider shall provide the contact information for the representative to the Department and provide prior written notice to the Department of any substitution of the representative and/or change to the contact information.
- E. Provider's local manager(s) shall have no less than three (3) years' experience in the management and supervision of an urgent care and/or medical testing facility providing services to the general public. Proposer's supervisors shall have no less than one (1) year experience in the management and supervision of an urgent care and/or medical testing facility providing services to the general public.

6.03 Net Lease. Except as otherwise provided for herein, this Agreement shall be without cost or expense to County including, without limitation, costs and expenses relating to taxes, insurance, and the maintenance and operation of the Premises.

6.04 Condition of Premises and Airport. Provider expressly acknowledges that it has inspected the Premises and Airport and accepts the same "As Is", "Where Is" in the condition existing as of the Effective Date, together with all defects, latent and patent, if any. Provider further acknowledges that County has made no representations or warranties of any nature whatsoever regarding the Airport or the Premises including, without limitation, to the physical and/or environmental condition of the Premises, or any improvements located thereon, or the value of such Premises or improvements, its zoning, or the suitability of the Premises, or any improvements, or Provider's legal ability to use the Premises for Provider's intended use thereof.

6.05 Maintenance and Repair. Provider shall, at its sole cost and expense, maintain the Premises, improvements, and appurtenances thereto, in a safe and presentable condition consistent with good business practice, industry standards and in accordance with all applicable laws, regulations and rules of any governmental entity. Provider shall repair all damages to the Premises and improvements caused by its employees, patrons, invitees, licensees, suppliers of service or furnishers of material, or any other persons whomsoever, and all damages caused by or resulting from or in any way arising out of Provider's operations thereon or Provider's use of the Premises. Provider hereby agrees that it shall abide by the decision of the Department with respect to any and all such maintenance or repair so long as such is made in good faith. The Department shall be the sole judge of Provider's performance under this Article as to the quality of maintenance and repair. Upon written notice by the Department to Provider, Provider shall perform the required maintenance or repair in accordance with the Department's decision. If Provider has not made a good faith effort, as determined in good faith by the Department, to begin to perform said maintenance or repair within ten (10) days after written notice and to diligently pursue the same to completion, County shall have the right to enter on the Premises and perform the necessary maintenance or repair, and Provider hereby expressly agrees that it shall fully assume and be liable to County for payment of the costs thereof, plus a twenty-five percent (25%) administrative overhead. Such maintenance or repair cost, plus the administrative cost, shall be due and payable to County within thirty (30) days from the date of the Department's billing therefor.

6.06 Utilities. County shall provide electricity and water used or consumed in or on the Premises. Provider shall be responsible for its own internet and telephone services and connections. Provider will connect into all utilities, at its own cost, in accordance with the utility's standards. Notwithstanding the foregoing, Provider acknowledges and agrees that County may pro-rate and charge electricity and water costs to Terminal tenants, including to Provider, and Provider shall assume and be liable to County for payment of all such utility costs. Such utility costs shall be due and payable within thirty (30) consecutive days from Department's billing therefor. County shall not be liable for any interruptions to the utility services provided at the Airport.

6.07 Cleanliness of Premises. Provider shall implement best practices for environmental cleaning procedures in healthcare facilities as recommended by the CDC at the Test Center. Provider shall store, transport and dispose of all medical waste in accordance with all applicable federal, state and local laws, rules, orders and regulations. Medical waste, including biohazardous waste, shall not be disposed of on any part of the Airport. The Premises and all equipment and materials used by Provider shall at all times be clean, sanitary and free from rubbish, refuse, food scraps, garbage, dust, dirt, rodents, insects, and other offensive or unclean materials. Provider, at its sole cost and expense, shall be responsible for the provision of all janitorial services in the Premises. Provider shall remove or cause to be removed, at its sole cost and expense, non-medical waste, garbage, rubbish, and/or refuse and agrees to deposit same in the area of the Airport designated by the Department for such purpose at the end of such shift and as often as necessary to maintain compliance with the provisions of this Article. The Department shall reasonably determine in good faith whether Provider is in compliance with the obligations as provided for herein and shall provide Provider with written notice of any violations of Provider's obligations. Immediately upon Provider's receipt of the Department's written notice of violation, Provider shall commence such corrective action as required by the Department or as may be necessary to remedy such non-compliance to satisfaction of receipt of the Department. If corrective action is not initiated within ten (10) days of receipt of the Department's written notice and pursued to completion in a diligent

manner, the Department may cause the same to be accomplished and Provider hereby expressly agrees that Provider shall assume and be liable to County for payment of all such costs, plus twenty-five percent (25%) for administrative overhead. Such costs, plus the administrative cost, shall constitute Additional Rent and shall be due and payable to County within thirty (30) consecutive days from the Department's billing therefor.

6.08 Security. Provider acknowledges and accepts full responsibility for the security and protection of the Premises and any and all inventory and equipment now existing or hereafter placed on or installed at the Airport, and for the prevention of unauthorized access to its facilities and expressly agrees to comply with all rules and regulations of County and of any and all other governmental entities that now or may hereafter have jurisdiction over such security. Provider fully understands that the police security protection provided by County is limited to that provided by the Palm Beach County Sheriff's Office ("PBSO"), to any other business situated at the Airport, and expressly acknowledges that any special security measures deemed necessary or desirable for additional protection of the Premises shall be the sole responsibility of Provider and shall involve no cost to County.

6.09 Airport Security Program. Provider agrees to observe all security regulations and other requirements of PBSO and any agency of the Federal government, including, but not limited to, the FAA and TSA, applicable to Provider, as such regulations or requirements have been or may be amended, including, without limitation, Title 14, Part 139 of the Code of Federal Regulations and Title 49, Part 1500 of the Code of Federal Regulations, et al. Provider agrees to comply with the Airport Security Program and the Air Operations Area (AOA) Vehicle Access Program, and amendments thereto, and to comply with such other rules and regulations as may be reasonably prescribed by County, and to take such steps as may be necessary or directed by County to insure that sublessees, employees, invitees and guests observe these requirements. Provider shall conduct background checks of its employees to the extent required by any Federal, State or local law or as required by the Department. The Department shall have the right to require the removal or replacement of any employee of Provider at the Airport that the Department has reasonably determined may present a risk to public safety or the security of the Airport. If as a result of the acts or omissions of Provider, its sublessees, employees, invitees or guests, County incurs any fines and/or penalties imposed by the FAA or TSA; any expense in enforcing the regulations of the FAA or TSA or the rules of County; or any expense in enforcing the Airport Security Program, then Provider shall pay to County all reasonable costs and expenses, including all costs of administrative proceedings, court costs, and attorney fees and all costs incurred by County in enforcing this provision. Provider further agrees to rectify any security deficiency or other deficiency as may be determined by County, PBSO the FAA or TSA. In the event Provider fails to remedy any such deficiency, County may do so at the cost and expense of Provider. Provider acknowledges and agrees that County may take whatever reasonable action is necessary to rectify any security deficiency or any other deficiency identified by County, PBSO the FAA or TSA, which shall be at the sole expense of Provider. Provider acknowledges and agrees that access to areas of the Airport, including the Terminal, may be restricted or closed based on security threats or as directed by PBSO, Palm Beach County Fire Rescue or the TSA to ensure the safety and security of the public. County shall have no liability whatsoever to Provider for any loss or damages resulting from the closure of Airport facilities.

6.10 Employee Parking. County shall use reasonable efforts to ensure that parking facilities are sufficient for all of Provider's personnel employed on the Airport. Employee parking shall be subject to reasonable rules and regulations of County and the Department, as may be amended from time-to-time, for use of the employee parking areas and subject to payment of reasonable fees and charges.

6.11 Identification Badges. County may require Provider to obtain Airport identification badges for its personnel at Provider's sole cost and expense. Provider shall be responsible for the prompt recovery of Airport keys and Airport identification badges.

ARTICLE 7 INSURANCE

Provider shall, at its sole expense, maintain in full force and effect at all times during the Term of this Agreement and any extension thereof, the insurance limits, coverage and endorsements required herein. Neither the requirements contained in this Article nor County's review or acceptance of insurance shall in any manner limit or qualify the liabilities and obligations assumed by Provider under this Agreement. Where applicable, coverage and endorsements shall apply on a primary and non-contributory basis.

7.01 Commercial General Liability. Provider shall maintain Commercial General Liability insurance with limits of liability of not less than One Million Dollars (\$1,000,000) Each Occurrence including coverage for, but not limited to, Premises/Operations, Products/Completed Operations, Contractual Liability, Personal/Advertising Injury and Cross Liability. Fire Legal Liability insurance with a limit of not less than One Hundred Thousand Dollars (\$100,000). Medical Payments insurance (when available) with a limit of not less than Five Thousand Dollars (\$5,000).

7.02 Business Auto Liability. Unless excepted by County's Risk Management Department pursuant to Section 7.09, Provider shall maintain Business Automobile Liability insurance with limits of liability of not less than One Million Dollars (\$1,000,000) Each Occurrence.

7.03 Medical Malpractice Professional Liability Insurance. Provider shall maintain medical malpractice professional liability insurance which shall include, but not be limited to, coverage for any negligent acts, errors or omissions, on the part of Provider, with limits of liability of not less than One Million Dollars (\$1,000,000) Each Occurrence and Three Million Dollars (\$3,000,000) aggregate. When a self-insured retention or deductible exceeds Ten Thousand Dollars (\$10,000) County reserves the right, but not the obligation, to review and request a copy of Provider's most recent balance sheet or letter of financial stability and good standing from its financial institution. For policies written on a claims-made basis, Provider warrants the retroactive date equals or precedes the Effective Date of this Agreement.

7.04 Workers' Compensation & Employer's Liability. Provider shall maintain Workers' Compensation & Employer's Liability insurance in accordance with applicable law. In the event Provider subcontracts any portion of the work or services required or permitted by this Agreement to another party, Provider shall be responsible for ensuring the subcontractor maintains Workers' Compensation & Employer's Liability insurance, or Provider shall provide coverage under its own the Workers' Compensation & Employer's Liability policy on behalf of the subcontractor.

7.05 Additional Insured Endorsement. Except as to Medical Malpractice, Professional Liability, and Workers' Compensation/Employer's Liability, Provider shall endorse County as an "Additional Insured" on all liability policies, to the extent of Provider's contractual obligations hereunder. Each "Additional Insured" endorsement and Certificate Holder section shall read: "*Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, and Employees, c/o Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470 (properties@pbia.org)*", or as otherwise approved or modified by County.

7.06 Certificate of Insurance. Provider shall deliver to County or County's designated contractor certificate(s) of insurance, evidencing the coverages and amounts required hereunder prior to the Commencement Date. Provider shall promptly deliver to County or its designated contractor certificate of insurance(s) with respect to each renewal policy, as necessary, to demonstrate continued compliance with the requirements of this Article. Renewal certificate(s) shall be delivered to County or its designated contractor not less than five (5) business days prior to the expiration date of any policy. Each insurance policy must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to County. The foregoing notice requirement shall not be construed to waive the insurance requirements contained herein. County may change the contractor designated for receipt of required insurance certificate(s) hereunder and modify endorsement language required pursuant to this Article from time-to-time upon written notice to Provider.

7.07 Waiver of Subrogation. Provider agrees by way of entering this Agreement in writing to a Waiver of Subrogation for each required policy providing coverage during the Term of this Agreement. When required by the insurer or should a policy condition not allow a pre-loss agreement to waive subrogation without an endorsement, Provider shall notify its insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition prohibiting such an endorsement, or voiding coverage should Provider enter into such an agreement on a pre-loss basis.

7.08 Deductibles, Coinsurance, & Self-Insured Retention. Provider shall be fully and solely responsible for any deductible, coinsurance penalty or self-insured retention, including any losses, damages or expenses not covered due to an exhaustion of limits or failure to comply with a policy.

7.09 Right to Review or Reject Insurance. County's Risk Management Department may review, modify, reject or accept any required policies of insurance, including, but not limited to, limits, coverage or endorsements, required by this Article from time to time throughout the Term of this Agreement. County may also reject any insurer or self-insurance plan providing coverage because of poor financial condition or failure to operate legally. In such event, County shall provide Provider a written notice of rejection, and Provider shall comply within thirty (30) days of receipt of the notice.

7.10 No Representation of Coverage Adequacy. Provider acknowledges the limits, coverages and endorsements required by this Article are intended to minimize liability for County. Provider agrees that it will not rely upon the requirements of this Article when assessing the extent or determining appropriate types or limits of insurance coverage to protect Provider against any loss exposures, whether as a result of this Agreement or otherwise.

ARTICLE 8 RELATIONSHIP OF THE PARTIES

Provider is and shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts or omissions, and County shall in no way be responsible therefor.

ARTICLE 9 INDEMNIFICATION

Provider agrees to protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including attorney fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, arising out of this Agreement, the provision of Services by Provider or Provider's use or occupancy of the Premises, including, without limitation, those arising by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or of any party acquiring any interest hereunder, any agent or employee of any party hereto or of any party acquiring an interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with Provider's performance under this Agreement, the condition of the Premises existing at the Effective Date of this Agreement, Provider's acts, omissions or operations hereunder, or the performance, non-performance or purported performance of Provider or any breach of the terms of this Agreement; provided, however, Provider shall not be responsible to County for damages resulting out of bodily injury or damages to property which Provider can establish as being attributable to the sole and exclusive negligence of County its respective agents, servants, employees and officers. Provider further agrees to hold harmless and indemnify County for any fines, citations, court judgments, insurance claims, restoration costs or other liability resulting from or in any way arising out of or due to Provider's activities or operations or use of the Premises whether or not Provider was negligent or even knowledgeable of any events precipitating a claim or judgment arising as a result of any situation involving said activities. Said indemnification shall be extended to include all deliverers, suppliers, furnishers of material, or anyone acting for, on behalf of, or at the request of Provider. Provider recognizes the broad nature of this indemnification and hold-harmless clause, and acknowledges that County would not enter into this Agreement without the inclusion of such clause, and voluntarily makes this covenant and expressly

acknowledges the receipt of Ten Dollars (\$10.00) and such other good and valuable consideration provided by County in support of this indemnification in accordance with laws of the State of Florida. The obligations arising under this clause shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10
DAMAGE OR DESTRUCTION OF PREMISES/IMPROVEMENTS

10.01 Provider's Obligations. Provider hereby assumes full responsibility for the condition of the Premises and character, acts and conduct of all persons admitted to the Premises by or with the actual or constructive consent of Provider or by or with the consent of any person acting for or on behalf of Provider. If the Premises, improvements, or any part thereof, during the Term or any extension of this Agreement, shall be damaged in any way whatsoever, by the act, default or negligence of Provider, or of Provider's members, agents, employees, officers, representatives, guests, invitees, contractors, patrons, or any person admitted to the Premises by Provider, Provider shall at its sole cost and expense, restore the Premises to the condition existing prior to such damage. Provider shall promptly commence such restoration and diligently pursue such restoration to completion in accordance with the construction requirements set forth in Article 14 of this Agreement. If Provider fails to restore the Premises as required above, County shall have the right to enter the Premises and perform the necessary restoration, and Provider hereby expressly agrees that it shall fully assume and be liable to County for payment of the costs therefor, plus a twenty-five percent (25%) administrative overhead. Such restoration cost, plus the administrative cost, shall be due and payable within thirty (30) days from date of written notice therefor.

10.02 Insurance Proceeds. Upon receipt by Provider of the proceeds of any insurance policy or policies as a result of or associated with damage pursuant to Section 10.01, the proceeds shall be deposited in an escrow account approved by the Department so as to be available to pay for the cost of repair, replacement or rebuilding the Premises. Such proceeds shall be disbursed during construction to pay the cost of such work. If the amount of the insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Provider shall pay any additional sums required into the escrow account. If the amount of such insurance proceeds is in excess of the costs of repair, replacement or rebuilding the Premises, the excess amount shall be remitted to Provider.

10.03 County's Obligations. In the event that the Premises are damaged by casualty for which Provider is not responsible pursuant to Section 10.01, and such damage does not render the Premises untenable, as reasonably determined by the County, County shall make commercially reasonable efforts to restore the Premises to its condition existing as of the Commencement Date. In such event, any and all payments due County pursuant to this Agreement shall continue without abatement. In the event the Premises are damaged by casualty for which Provider is not responsible pursuant to Section 10.01 hereof and such damage renders the Premises untenable in whole or in part, as reasonably determined by the County, then County may, at County's sole option, (i) elect to restore the Premises, or (ii) terminate this Agreement. County shall notify Provider of County's election within sixty (60) business days of the date of such casualty. In the event County elects to restore the Premises, County shall commence such restoration within a commercially reasonable time after such casualty and shall use commercially reasonable efforts to pursue such restoration to completion. County shall not be responsible for any delay in such restoration arising through no fault of County. Provider shall be entitled to a pro-rata abatement

of the rental due hereunder commencing with the date of such casualty and ending upon substantial completion of restoration of the Premises. In the event that County elects to terminate this Agreement, Provider shall immediately fulfill any outstanding obligations which arose prior to or as a consequence of such casualty, whereupon this Agreement shall terminate and the parties shall be released from all further obligations hereunder except for those which expressly survive termination or expiration hereof. Provider hereby waives any claims relating to such termination. County's obligation to restore or reconstruct the Premises shall be limited to returning the Premises to the condition in which it existed as of the Commencement Date hereof. Notwithstanding any provision of this Agreement to the contrary, County's obligation shall further be limited by the amount of any insurance proceeds available to County for such restoration or reconstruction. Provider agrees that in the event County elects to restore or reconstruct the Premises, Provider shall, at its sole cost and expense, proceed with reasonable diligence to reconstruct and replace the tenant finishes, as provided for or installed by Provider in or about the Premises. Such reconstruction and replacement shall be completed in a manner and condition at least equal to that which existed prior to such damage or reconstruction and shall be completed in accordance with the plans and specifications approved by County.

ARTICLE 11 TITLE TO IMPROVEMENTS

Upon expiration or earlier termination of this Agreement, all improvements constructed or placed upon the Premises by Provider, shall become the absolute property of County, and County shall have every right, title, and interest therein, free and clear of any liens, mortgages or encumbrances and any interest in such improvements and absolute title thereto, shall thereafter be vested in County; provided, however, County shall be entitled, at its option, to have the Premises returned to County free and clear of some or all improvements, at Provider's sole cost and expense. In such event, County shall provide timely notification to Provider of its election to require removal of said improvements and to the extent possible, County shall notify Provider at least sixty (60) days prior to the effective date of such termination. Provider shall have sixty (60) days from date of notice within which to remove such improvements. If Provider fails to so remove said improvements, County may remove same at Provider's sole cost and expense.

ARTICLE 12 EXPIRATION OF LEASE, DEFAULTS, REMEDIES AND TERMINATION

12.01 Termination. This Agreement may be terminated in the manner set forth in Article 3.

12.02 Termination for Convenience. This Agreement may be terminated by either party hereto, with the Department acting on behalf of the County, upon thirty (30) days advance written notice to the other party.

12.03 Default. The occurrence of any one or more of the following events shall constitute a material default and breach of this Agreement by Provider:

- A. The vacating or abandonment of the Premises by Provider.
- B. The failure by Provider to make payment of rent or any other payment required to be made by Provider hereunder, as and when due, where such failure shall continue for a period of three (3) business days after such payment is due and payable.

- C. The failure by Provider to observe or perform any of the covenants, conditions or provisions of this Agreement to be observed or performed by Provider, other than described in paragraphs (A) or (B) above, where such failure shall continue for a period of thirty (30) days after written notice thereof from County to Provider; provided, however, that if the nature of Provider's default is such that more than thirty (30) days are reasonably required for its cure, then Provider shall not be deemed to be in default if Provider commenced such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.
- D. To the extent permitted by law, (i) the making by Provider or any guarantor hereof of any general assignment, or general arrangement for the benefit of creditors; (ii) the filing by or against Provider of a petition to have Provider adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Provider, the same is dismissed within sixty (60) days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Provider's assets located at the Premises or of Provider's interest in this Agreement, where possession is not restored to Provider within thirty (30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Provider's assets located at the Premises or of Provider's interest in this Agreement, where such seizure is not discharged within thirty (30) days.
- E. The discovery by County that any information given to County by Provider relating to this Agreement was materially false.

12.04 Remedies. In the event of any such material default or breach of this Agreement by Provider, County may at any time thereafter, with or without notice or demand and without limiting any other right or remedy which County may have under the law by reason of such default or breach, elect to exercise any one of the following remedies:

- A. Declare the entire rent for the balance of the then current term, or any part thereof, due and payable forthwith, and bring an action for the recovery thereof; or
- B. Treat this Agreement as terminated and reenter and retake possession of the Premises for the account of Provider, in which case the rent and other sums due hereunder shall be accelerated and due in full and Provider shall be liable for the difference between the rent which is stipulated to be paid hereunder plus other sums as described herein and what County is able to recover from its good faith efforts to relet the Premises, which deficiency shall be paid by Provider. Upon such reletting, all rentals received by County shall be applied, first to the payment of any indebtedness other than rent due hereunder from Provider; second, to the payment of any costs and expenses of such reletting, which shall include all damages incurred by County due to Provider's default including, but not limited to, the cost of recovering possession of the Premises including attorney's fees, expenses relating to the renovation or alteration of the Premises and real estate commissions paid by County relating to the unexpired term of this Agreement; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be paid to Provider; or

- C. Treat this Agreement as terminated and reenter and retake possession of the Premises for the account of County, thereby terminating any further liability under this Agreement on the part of Provider and County. Notwithstanding the foregoing, County shall have a cause of action to recover any rent remaining unpaid when County retakes possession of the Premises for the account of County.

Notwithstanding the foregoing, should Provider breach any material part of the covenants of this Agreement, and at the same time or thereafter renounce the whole Agreement, County shall have the right to bring an action for its damages. Notwithstanding anything in this Agreement to the contrary, County reserves all rights which the laws of the State of Florida confer upon a landlord against a Provider in default.

12.05 Termination by Provider. Provider may terminate this Agreement, if Provider is not in default of this Agreement (including, but not limited to, its payments to County hereunder), by giving County sixty (60) days advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

- A. The issuance by any court of competent jurisdiction of an injunction in any way preventing the use of the Airport for Airport purposes or a substantial part of the Premises, which injunction remains in force for a period of at least ninety (90) days. Following the date this Agreement is so terminated, any rental payments made by Provider during said sixty (60) days shall be refunded to Provider by County.
- B. The default by County in the performance of any covenant of the Agreement herein required to be performed by County and the failure of County to remedy such default for a period of ninety (90) days after receipt from Provider of written notice to remedy same; provided, however, that no notice of cancellation, as provided herein, shall be of any force or effect if County shall have remedied the default prior to receipt of Provider's notice of cancellation; or in the event the same cannot be cured within such ninety (90) day period and County has commenced such cure and thereafter diligently pursues the same until completion.
- C. The lawful assumption by the United States Government or any authorized agency thereof, of the operation, control, or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as to substantially restrict the operation of Provider, for a period of at least ninety (90) days. Following the date this Agreement is so terminated, any rental payments made by Provider during said ninety (90) days shall be refunded to Provider by County.

12.06 Surrender of Premises. Notwithstanding the obligations of Provider and rights of County provided in Article 11, Provider expressly agrees that it shall immediately surrender the Premises to County in good and fit condition upon expiration or earlier termination of this Agreement, depreciation and wear from ordinary use for the purpose for which the Premises were leased being excepted. All repairs and obligations for which Provider is responsible shall be completed by the earliest practical date prior to surrender. In the event Provider shall holdover, refuse, or fail to give up the possession of the Premises at the termination of this Agreement (and following the time period granted for removal of improvements, if any, as may be required by County pursuant to Article 11 hereof), Provider shall be liable to County for any and all damages,

and in addition thereto, Provider shall also be strictly liable to pay to County during the entire time period of such holdover, double rental, as provided for in Section 83.06, Florida Statutes. Provider shall remove all of its personal property from the Premises prior to the expiration of this Agreement. Any personal property of Provider not remove by Provider shall, at the option of the County, become property of County, or alternatively, may be disposed of by County at Provider's expense.

**ARTICLE 13
ASSIGNMENT, TRANSFER AND SUBLETTING**

Provider shall not, in any manner, assign, transfer, mortgage, pledge, encumber, or otherwise convey an interest in this Agreement, or sublet the Premises or any part thereof ("Assignment"), without the prior written consent of the Department, which consent may be granted or withheld at Department's sole discretion. Any such attempted Assignment without Departmental approval shall be null and void. In the event the Department consents in writing to an Assignment, Provider shall have the right to the extent permitted by the Department's consent to such Assignment; provided that the use of the Premises shall be limited to only the same purposes as are permitted under this Agreement. Any Assignment shall be subject to the same conditions, obligations and terms as set forth herein. County may freely assign this Agreement at any time without the consent of Provider and shall be released from all liability and obligation arising hereunder upon such Assignment.

**ARTICLE 14
ALTERATIONS OR ADDITIONS; SIGNS**

14.01 Alterations or Additions. Provider shall make no alterations or additions to the Premises or improvements constructed thereon, without the prior written consent of the Department, which consent may be granted or withheld in the Department's sole discretion. Any such additions, alterations or improvements shall be made in accordance with the construction requirements as established by the Department.

14.02 Signs. No signs, posters, or similar devices shall be erected, displayed, or maintained by Provider in, on, or about the Premises without the written consent of the Department, which consent shall not be unreasonably withheld. No signs, posters, or similar devices shall be erected, displayed, or maintained by Provider elsewhere on the Airport without the written consent of the Department, which consent may be granted or withheld in the Department's sole discretion. Any signs not approved by the Department shall be immediately removed at the sole cost and expense of Provider upon written demand therefore by the Department.

14.03 Construction Requirements. All improvements, alterations and additions made by Provider to the Premises shall be of high quality and meet all applicable Federal, State and local laws, regulations, rules and requirements. Prior to the commencement of construction, one (1) full and complete set of plans and specifications for all improvements, alterations and/or additions shall be submitted to the Department for approval, which approval may be granted or withheld in the Department's sole discretion. All improvements shall be completed in accordance with construction standards established by the Department and the plans and specifications approved by the Department. County shall be named as a dual obligee on the bond(s).

14.04 Construction Bonds. Provider shall ensure that all improvements are constructed to completion in accordance with the approved plans and specifications and that all persons or entities performing work or providing materials relating to such improvements including, but not limited to, all contractors, subcontractors, sub-subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. For all improvements with a market value of Fifty Thousand Dollars (\$50,000) or greater in total, Provider, at its sole cost and expense, shall cause to be made, executed and delivered to County prior to commencement of any improvements to the Premises, a bond, drawn in a form and issued by a company approved by County, guaranteeing compliance by Provider of its obligations arising under this Article. Provider shall require its contractors to name County as a dual obligee on the bond(s).

14.05 Contractor Requirements. Provider shall require contractors to furnish for the benefit of County a public construction bond as required under Section 255.05, Florida Statutes in a form approved by County. Provider shall also require contractors to furnish satisfactory evidence of statutory Worker's Compensation insurance, comprehensive general liability insurance, comprehensive auto insurance and physical damage insurance on a Builder's Risk form with the interest of County endorsed thereon, in such amounts and in such manner as County's Risk Management Department may reasonably require. County's Risk Management Department may require additional insurance for any alterations, additions or improvements approved pursuant to this Agreement in such amounts(s) as County's Risk Management Department reasonably determines to be necessary.

14.06 No Liens. Provider covenants and agrees that nothing contained in this Agreement shall be construed as consent by County to subject the estate of County to liability under the Construction Lien Law of the State of Florida. Provider shall notify any and all parties or entities performing work or providing materials relating to any improvements made by Provider of this provision of this Agreement. If so requested by County, Provider shall file a notice satisfactory to County in the Public Records of Palm Beach County, Florida, stating that the County's interest shall not be subject to liens for improvements made by Provider. In the event that a construction lien is filed against the Premises or other County property in connection with any work performed by or on behalf of Provider, Provider shall satisfy such claim, or transfer same to security within ten (10) days, County may do so and thereafter charge Provider, and Provider shall promptly pay to County upon demand all costs incurred by County in connection with the satisfaction or transfer of such claim, including, but not limited to, attorney's fees.

ARTICLE 15 LAWS, REGULATIONS, AND PERMITS

15.01 General.

- A. Provider agrees that throughout the Term of this Agreement and any extension thereof, Provider shall at all times be and shall remain in full and complete compliance with all applicable Federal, State and local laws, statutes, regulations, rules, rulings, orders, ordinances and directives of any kind or nature without limitation, as now or hereafter amended, including, but not limited to FAA Advisory Circulars and the Palm Beach County Airport Rules & Regulations (R98-220), as now or hereafter amended and any successor ordinance or resolution resulting activities or operations on the Airport.

- B. Provider agrees that it shall require its appropriate managers, supervisors, and employees to attend such training and instructional programs as the Department may, from time to time require, in connection with the Airport Rules and Regulations and policies and procedures related to certification of the Airport under Title 14, Part 139 of the Code of Federal Regulations, as now or hereafter amended.

15.02 Permits and Licenses Generally. Provider agrees that it shall, at its sole cost and expense, be strictly liable and responsible for obtaining, paying for, and maintaining current, and fully complying with, any and all permits, licenses and other governmental authorizations, however designated, as may be required at any time throughout the Term of this Agreement and any extension thereof, by any Federal, State or local governmental entity or any court of law having jurisdiction over Provider or Provider's operations and activities, for any activity of Provider's conducted on the Premises and for any and all operations conducted by Provider including ensuring that all legal requirements, permits, and licenses necessary for or resulting, directly or indirectly, from Provider's operations and activities on the Premises have been obtained and are in full legal compliance. Upon the written request of the Department, Provider shall provide to the Department certified copies of any and all permits and licenses which the Department may request.

15.03 Air and Safety Regulations. Provider shall conduct its operations and activities under this Agreement in a safe manner, shall comply with all safety regulations of the Department and with safety standards imposed by applicable Federal, State and local laws and regulations and shall require the observance thereof by all employees, contractors, business invitees and all other persons transacting business with or for Provider resulting from, or in any way related to, the conduct of Provider's business on the Premises. Provider shall procure and maintain such fire prevention and extinguishing devices as required by County and shall at all times be familiar and comply with the fire regulations and orders of County and the fire control agency with jurisdiction at the Airport, as same may now exist or hereafter come into being. Provider hereby agrees that neither Provider, nor employee or contractor or any person working for or on behalf of Provider, shall require any personnel engaged in the performance of Provider's operations to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health or safety, as determined by standards adopted pursuant to the Occupational Safety and Health Act of 1970, as now or hereafter amended, as well as all State and local laws, regulations, and orders relative to occupational safety and health.

15.04 Environmental Indemnification. Provider hereby expressly agrees to indemnify and hold County harmless from and against any and all liability for fines and physical damage to property or injury or death to persons, including, without limitation, reasonable expenses and attorney fees, arising from or resulting out of, or in any way caused by, Provider's failure to comply with any and all Environmental Laws. For purposes of this Agreement, "Environmental Laws" means all applicable federal, state and local laws, rules, orders and regulations protecting human health, the environment and/or natural resources, as such laws, rules, orders and regulations are now or hereafter amended, including, without limitation, the Federal Clean Water Act, Safe Drinking Water Act, Clean Air Act, Resource Conservation and Recovery Act and Comprehensive Environmental Response, Compensation and Liability Act of 1980. Provider understands that this indemnification is in addition to and is a supplement of Provider's indemnification agreement set forth in Article 7 of this Agreement and that Provider fully understands the broad extent of this indemnification and hereby expressly acknowledges that it has received full and adequate

consideration from County to legally support this indemnification agreement. Provider's obligations under this paragraph shall survive expiration or earlier termination of this Agreement.

15.05 HIPAA COMPLIANCE. THE PARTIES ACKNOWLEDGE THAT AT NO TIME IN THE PERFORMANCE OF THIS AGREEMENT, WILL THE COUNTY HAVE ACCESS TO OR BE LIABLE FOR ANY PATIENT MEDICAL RECORDS AND OTHER PROTECTED HEALTH INFORMATION, THE CONFIDENTIALITY OF WHICH IS PROTECTED BY LAW. IT IS UNDERSTOOD THAT ANY OTHER PARTIES WHO MAY HAVE ACCESS TO SUCH INFORMATION ARE SOLELY RESPONSIBLE FOR ITS CONFIDENTIALITY. AS SUCH, NO PARTY, NOR ITS EMPLOYEES SHALL DISCLOSE TO ANY THIRD PARTY, EXCEPT WHERE PERMITTED OR REQUIRED BY LAW OR WHERE SUCH DISCLOSURE IS EXPRESSLY APPROVED BY THE OTHER PARTY IN WRITING, ANY PATIENT OR MEDICAL RECORDS INFORMATION REGARDING PATIENTS RECEIVING SERVICES UNDER THIS AGREEMENT, AND THE PARTIES SHALL COMPLY WITH ALL FEDERAL AND STATE LAWS AND REGULATIONS, AND ALL RULES, REGULATIONS AND POLICIES REGARDING THE CONFIDENTIALITY OF SUCH PATIENT INFORMATION. EACH PARTY REPRESENTS AND WARRANTS TO THE OTHER THAT IT IS, AND WILL REMAIN, IN COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA") AND ALL APPLICABLE HIPAA REGULATIONS, AND EACH PARTY SHALL COOPERATE WITH THE OTHER IN IMPLEMENTING SUCH BUSINESS ASSOCIATE AGREEMENTS OR OTHER AGREEMENTS AS HIPAA MAY REQUIRE.

ARTICLE 16 DISCLAIMER OF LIABILITY

COUNTY HEREBY DISCLAIMS, AND PROVIDER HEREBY RELEASES COUNTY, FROM ANY AND ALL LIABILITY, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), FOR ANY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER SUSTAINED BY PROVIDER, ITS EMPLOYEES, AGENTS, OR INVITEES DURING THE TERM OF THIS AGREEMENT OR ANY EXTENSION THEREOF INCLUDING, BUT NOT LIMITED TO, LOSS, DAMAGE OR INJURY TO THE IMPROVEMENTS OR PERSONAL PROPERTY OF THE PROVIDER OR PROVIDER'S INVITEES THAT MIGHT BE LOCATED OR STORED ON THE PREMISES, UNLESS SUCH LOSS, DAMAGE OR INJURY IS JUDICIALLY DETERMINED TO HAVE BEEN CAUSED BY COUNTY'S SOLE NEGLIGENCE. THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR ANY OTHER DAMAGE RELATED TO THE LEASING OF THE PREMISES PURSUANT TO THIS AGREEMENT. PROVIDER ACKNOWLEDGES AND AGREES THAT COUNTY SHALL HAVE NO LIABILITY WHATSOEVER AND PROVIDER RELEASES AND AGREES TO HOLD HARMLESS COUNTY FROM ANY AND ALL LIABILITY RELATING TO ANY INFORMATION PROVIDED BY COUNTY.

ARTICLE 17
GOVERNMENTAL RESTRICTIONS

17.01 Federal Right to Reclaim. In the event a United States governmental agency shall demand and take over the entire facilities of the Airport or the portion thereof wherein the Premises are located, for public purposes, then County may terminate this Agreement, whereupon County shall be released and fully discharged from any and all liability hereunder.

17.02 Governmental Review. Provider acknowledges that this Agreement is subject to review or inspection by the United States government, State of Florida and agencies and departments thereof, including the FAA, to determine satisfactory compliance with state and federal law and/or grant assurance requirements. Provider agrees that this Agreement shall be in full force and effect and binding upon both parties pending such review or inspection, if applicable; provided, however, that upon such review or inspection the parties agree to modify any of the terms of this Agreement that are determined by the United States government, State of Florida or any agency or department thereof to be in violation of any applicable laws, regulations, grant assurances or other requirements.

17.03 County Tax Assessment Rights. None of the terms, covenants and conditions of this Agreement shall in any way be construed as a release or waiver on the part of the County, as a political subdivision of the State of Florida, or any of the public officials of Palm Beach County, of the right to assess, levy, and collect any ad valorem, non ad valorem, license, personal, intangible, occupation, or other tax which shall be lawfully imposed on the Premises, the business or property of the Provider.

17.04 Right of Flight. County reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft now known or hereafter used, for navigation of or flight in the said airspace for landing on, taking off from, or operating on the Airport.

17.05 Operation of Airport. Provider expressly agrees for itself, its sublessees, successors and assigns, to refrain from and to prevent any use of the Premises which would interfere with or adversely affect the operation, maintenance, or development of the Airport, or otherwise constitute an Airport hazard.

17.06 Release. Provider acknowledges that noise and/or vibration are inherent to the operation of Airport and hereby releases County from any and all liability relating to the same.

ARTICLE 18
NON-DISCRIMINATION

18.01 Non-Discrimination in County Contracts. The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Provider warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

18.02 Federal Nondiscrimination Covenants. Provider shall comply with all applicable requirements of the Federal Nondiscrimination Requirements set forth in Exhibit "B".

18.03 Americans with Disabilities Act. Provider shall comply with all applicable requirements of the Americans with Disabilities Act, the State of Florida Accessibility Requirements Manual, and Section 504 of the Rehabilitation Act of 1973 and all implementing rules, regulations and orders, including, but not limited to 28 CFR Parts 35 and 36 and 49 CFR Parts 27 and 37, and shall cooperate with County to ensure Provider remains in compliance with such requirements throughout the Term of this Agreement.

ARTICLE 19
COUNTY NOT LIABLE

County shall not be responsible or liable to Provider for any claims for compensation or any losses, damages or injury sustained by Provider resulting from (i) cessation for any reason of air carrier operations at the Terminal, or (ii) diversion of passenger traffic to any other facility. County shall not be responsible nor liable to the Provider for any claims for compensation or any losses, damages, or injury sustained by Provider resulting from failure of any water supply, electrical current, sewerage or drainage facility, or caused by natural physical conditions on the Airport, whether on the surface or underground, including stability, moving, shifting, settlement of ground, or displacement of materials by fire, water, windstorm, tornado, hurricane, act of God or state of war, civilian commotion or riot, or any cause beyond the control of County. All personal property placed on or moved onto the Airport shall be at the sole risk of the Provider or owner thereof and Provider expressly acknowledges and agrees that County shall not be liable for any damage to or loss of said personal property.

ARTICLE 20
AUTHORIZED USES ONLY

Notwithstanding any provision of this Agreement to the contrary, Provider shall not use or permit the use of the Premises or the Airport for any illegal or improper purpose or for any purpose which would invalidate any policies of insurance, now existing or hereafter written on the Premises or the Airport for County or Provider.

ARTICLE 21
MISCELLANEOUS

21.01 Waiver. The failure of County to insist on strict performance of any of the agreements, terms, covenants and conditions hereof shall not be deemed a waiver of any rights or remedies that County may have for any subsequent breach, default, or non-performance, and County's right to insist on strict performance of this Agreement shall not be affected by any previous waiver or course of dealing.

21.02 Subordination.

- A. Subordination to Bond Resolution. This Agreement and all rights granted to Provider hereunder are expressly subordinated and subject to the lien and provisions of the pledge, transfer, hypothecation or assignment made by County in the Palm Beach County Airport System Revenue Bond Resolution No. 84-427 adopted on April 13, 1984, as amended and supplemented ("Bond Resolution"), and County and Provider agree that to the extent permitted by authorizing legislation, the holders of the Bonds or their designated representatives may exercise any and all rights of County hereunder to the extent such possession, enjoyment and exercise are necessary to insure compliance by Provider and County with the terms and provisions of this Agreement and Bond Resolution.
- B. Subordination to Agreements. This Agreement shall be subject and subordinate to all the terms and conditions of any instrument and documents under which County acquired title to the Airport and shall be given only such effect as will not conflict with nor be inconsistent with such terms and conditions. Provider understands and agrees that this Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States government, the State of Florida, or any agencies thereof, the execution of which has been or may be required as a condition to the expenditure of state or federal funds.

21.03 Annual Appropriation. This Agreement and all obligations of County hereunder are subject to and contingent upon annual budgetary funding by the Board of County Commissioners of Palm Beach County.

21.04 Governmental Authority. Nothing in this Agreement shall be construed to waive or limit County's governmental authority as a political subdivision of the State of Florida to regulate Provider or its operations.

21.05 Consent and Approval. Whenever this Agreement calls for an approval, consent or authorization by the Department or County, such approval, consent or authorization shall be evidenced by the written approval of the Director or his or her designee.

21.06 Rights Reserved to County. All rights not specifically granted Provider by this Agreement are reserved to County.

21.07 Invalidity of Clauses. The invalidity of any portion, article, paragraph, provision, clause or any portion thereof of this Agreement shall have no effect upon the validity of any other part or portion hereof.

21.08 Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of Florida.

21.09 Venue. To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

21.10 Inspections. The authorized employees and representatives of the County and any applicable federal, state, and local governmental entity having jurisdiction hereof shall have the right of access to the Premises at all reasonable times for the purposes of inspection for compliance with the provisions of this Agreement.

21.11 Notices. All notices and elections (collectively, "notices") to be given or delivered by or to any party hereunder, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger, courier service, national overnight delivery service, telecopied or faxed or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services or national overnight delivery service, or on the date of transmission with confirmed answer back if by telecopier or fax if transmitted before 5PM on a business day and on the next business day if transmitted after 5PM , or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such party:

County:
Palm Beach County
Department of Airports
Attn: Director of Airports
846 Palm Beach International Airport
West Palm Beach, Florida 33406-1491

With a copy to:
Palm Beach County Attorney's Office
Attn: Airport Attorney
301 North Olive Ave., 6th floor
West Palm Beach, FL 33401

Provider:

Helix Virtual, Inc.
Attn: Heather Coleman, Director of Operations
2720 10th Avenue North
Palm Springs, FL 33461
E-Mail: hcoleman@helixcares.com

Any party may from time to time change the address to which notice under this Agreement shall be given such party, upon three (3) days prior written notice to the other party.

21.12 Paragraph Headings. The heading of the various articles and sections of this Agreement, and its Table of Contents, are for convenience and ease of reference only, and shall not be construed to define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.

21.13 No Recording. Neither this Agreement, nor any memorandum or short form hereof, shall be recorded in the Public Records of Palm Beach County, Florida.

21.14 Binding Effect. The terms, conditions and covenants of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors, assigns and sublessees, if any. This provision shall not constitute a waiver of any prohibitions or limitations regarding assignment or subletting.

21.15 Performance. The parties expressly agree that time is of the essence in each and every provision of this Agreement where a time is specified for performance and the failure by Provider to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of County, in addition to any other rights or remedies, relieve County of any obligation to accept such performance without liability.

21.16 Non-Exclusivity of Remedies. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or inequity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

21.17 Construction. The terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof, shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

21.18 No Broker. The parties each warrant to the other that no real estate broker or agent has been used or consulted in connection with the transaction contemplated by this Agreement. Provider covenants and agrees to defend, indemnify and save the County and any others harmless from and against any actions, damages, real estate commissions, fees, costs and/or expenses (including reasonable attorneys' fees), resulting or arising from any commissions, fees, costs and/or expenses due to any real estate brokers or agents because of the transaction contemplated by this Agreement and the execution and delivery of this Agreement, due to the acts of the Provider. The terms of this Section shall survive the closing or termination of this Agreement.

21.19 Public Entity Crimes. As provided in Sections 287.132-133, Florida Statutes, by entering into this Agreement or performing any work in furtherance hereof, Provider certifies that to its knowledge, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the effective date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

21.20 Entirety of Agreement. The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.21 Inspector General. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Provider, its officers, agents, employees and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

21.22 No Third Party Beneficiaries. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of County and/or Provider.

21.23 Scrutinized Companies. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, Provider certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if Provider is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County. When contract value is greater than \$1 million, as provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, Provider certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria. If the County determines, using credible information available to the public, that a false certification has been submitted by Provider, this Agreement may be terminated and a civil penalty equal to the greater of \$2 Million Dollars or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. The aforementioned certification must also be submitted at the time of any Agreement renewal, if applicable.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed on the day and year first written above.

ATTEST:

**PALM BEACH COUNTY,
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA, BY ITS BOARD
OF COUNTY COMMISSIONERS**

**JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
AND COMPTROLLER**

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: _____
County Attorney

By: Laura Baker
Director, Department of Airports

ATTEST:

**PROVIDER:
HELIX VIRTUAL, INC.**

By: _____
{Secretary}

By: Robert Rodriguez

Robert Rodriguez
-Typed or Printed Name of Corporate Officer-

Title: CEO

(Seal)

Signed, sealed and delivered in the presence of two witnesses for Provider:

Heather Ash
Witness Signature

Heather Coleman
(typed or printed name)

[Signature]
Witness Signature

Chad Sanders
(typed or printed name)

EXHIBIT "A"

(the "Premises"/"Test Center")

(sheet 1 of 2)

Second Level of Terminal, East End

851 Square Feet

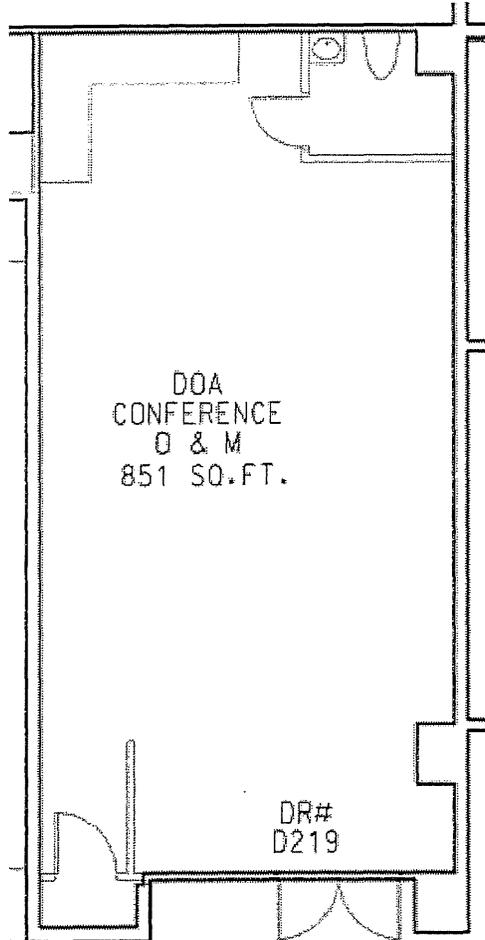


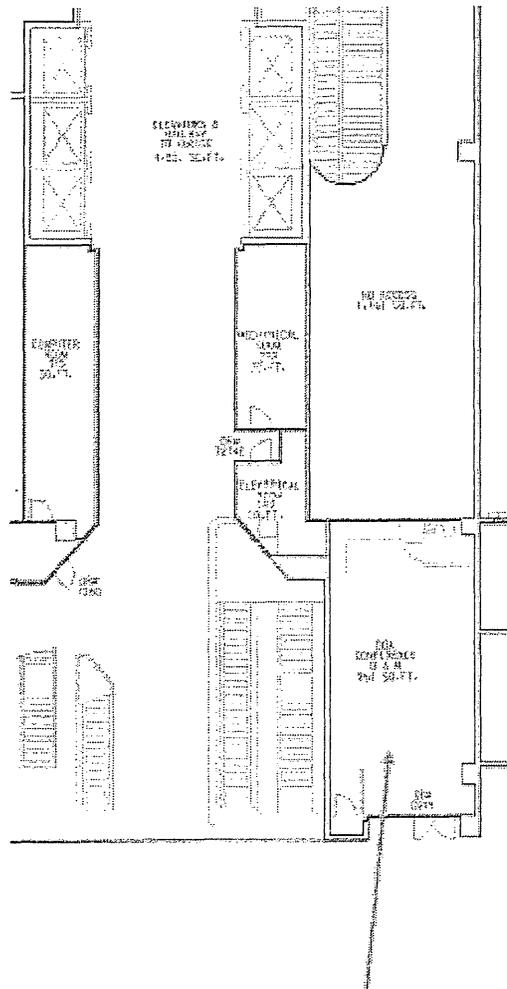
EXHIBIT "A"

(the "Premises"/"Test Center")

(sheet 2 of 2 – General Location Map)

Second Level of Terminal, East End

851 Square Feet



The Premises/Test Center

**EXHIBIT “B”
FEDERAL NONDISCRIMINATION REQUIREMENTS**

A. Title VI Clauses for Compliance with Nondiscrimination Requirements.

During the performance of this Agreement, Provider, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** Provider will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities (“Nondiscrimination Acts and Authorities” as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** Provider, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Provider will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Provider for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Provider of Provider’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Provider will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Provider will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the non-discrimination provisions of this Agreement, County will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to Provider under this Agreement until Provider complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Provider will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Provider will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Provider becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Provider may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Provider may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Agreement, Provider, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. Provider for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Provider will use the Test Center and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter or re-enter and repossess the Test Center and any License Area and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.

Provider for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Provider will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. In the event of breach of any of the above nondiscrimination covenants, County will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

E. Airport Concession Disadvantaged Business Enterprises (“ACDBE”).

This Agreement may be subject to the requirements of the U.S. Department of Transportation’s regulations, 49 CFR Part 23. It is the policy of County that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. Provider agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Provider agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

F. General Civil Rights Provision.

Provider agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Provider transfers its obligation to another, the transferee is obligated in the same manner as Provider. This provision obligates Provider for the period during which the property is owned, used or possessed by Provider and the Airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

EXHIBIT “C”

(the “Additional Services”)

The Additional Services are approved:

1. Telehealth Medicine
2. PCR Covid-19 Testing
3. Covid-19 Antibody Testing
4. Helix At Home Products
5. Rapid COVID testing FDA Authorized
6. CLIA Waived testing, including, but not limited to: COVID Antigen, Urinalysis, Influenza A, Influenza B and Strep
7. Vital Assessments (i.e. height, weight, blood pressure, PulseOx)

Pursuant to Section 4.06, this Exhibit “C” may be amended by the parties, without need for formal amendment of this Agreement, upon written approval of the parties, with Department acting on behalf of County.