



Legislation Text

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**File #:** 24-960, **Version:** 1

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**Interoffice Memorandum**

**DATE:** June 18, 2024

**TO:** Mayor Jerry L. Demings and County Commissioners

**THROUGH:** Mindy T. Cummings, Manager

**FROM:** David Murphy, Senior Acquisition Agent

**CONTACT:** Mindy T. Cummings, Manager

**PHONE:** 407-836-7090

**DIVISION:** Real Estate Management Division

**ACTION REQUESTED:**

Approval and execution of License Agreement between Orange County, Florida and The University of Central Florida Board of Trustees related to State of Florida University Neighborhood Center for Families utilization for the provision of services benefitting the public, and authorization for the Manager of the Real Estate Management Division to exercise renewal options, and furnish notice, required, or allowed by the License Agreement, as needed for College of Health Professions and Sciences, University of Central Florida at Bithlo Neighborhood Center for Families (CCC), 8501 Madison Avenue, Bithlo, Florida 32820. Lease File 10298. District 5. **(Real Estate Management Division)**

**PROJECT:**

College of Health Professions and Sciences,  
University of Central Florida at Bithlo Neighborhood Center for Families (CCC)  
18501 Madison Avenue, Bithlo, Florida 32820  
Lease File 10298

**PURPOSE:** To provide space at the Bithlo Neighborhood Center for Families for community and family services.

**ITEM:**

License Agreement  
Revenue: None/Services  
Provided Size: Space within Bithlo Neighborhood Center for Families

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**File #: 24-960, Version: 1**

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Term: Until December 31, 2024

Options: Three, One-year renewals

**BUDGET:** NA

**REVENUE:** NA

**FUNDS:** NA

**APPROVALS:**

Real Estate Management Division

County Attorney's Office Risk Management Division

Facilities Management Division

Citizens' Commission for Children

**REMARKS:** This new License Agreement with The University of Central Florida Board of Trustees is to provide facility use in the Bithlo Neighborhood Center for Families located at 18501 Madison Avenue, Bithlo, Florida 32820.

The College of Health Professions and Sciences of the University of Central Florida is an institution providing education to students to prepare them for health-related careers. The College will partner with the Neighborhood Centers for Families to provide health related services to the surrounding community through the College's Community Health Engagement program. The program aims to address community health problems and improve health and wellbeing of the community through delivery of health education and engagement activities by the students, faculty, and staff at the College.

The Board desires that the community centers owned and managed by the County be used in a manner that publicly benefits the County's residents and has designated the Manager of the Citizens' Commission for Children to be responsible for arranging, managing, and supervising the public use of the County's community centers for the County's residents.

~~JUL 09 2024~~

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**LICENSE AGREEMENT**

*between*

**ORANGE COUNTY, FLORIDA**

*and*

**THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**

*related to*

**STATE OF FLORIDA UNIVERSITY NEIGHBORHOOD CENTER FOR  
FAMILIES UTILIZATION FOR THE PROVISION OF SERVICES  
BENEFITTING THE PUBLIC**

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**THIS LICENSE AGREEMENT (“License Agreement”)** is made effective as of the date last executed below (the **“Effective Date”**) and entered into by and between **ORANGE COUNTY, FLORIDA** (the **“County”**), a charter county and political subdivision of the State of Florida, on behalf of its Community and Family Services Department, and **THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES** (the **“Agency”**), a State of Florida academic institution. The County and the Agency may be referred to individually as **“party”** or collectively as **“parties”**.

**RECITALS**

**WHEREAS**, the Board of County Commissioners (the **“Board”**) desires that the neighborhood centers for families owned and managed by the County be used in a manner that publicly benefits the County’s residents; and

**WHEREAS**, the Board has designated the Manager of the Citizens’ Commission for Children (**“CCC Manager”**) of the Community and Family Services Department to be responsible for arranging, managing, and supervising the public use of the County’s neighborhood centers for families by the County’s residents; and

**WHEREAS**, the Board finds that County’s residents benefit from the use of the County’s neighborhood centers for families by certain community not-for-profit agencies using the neighborhood centers for families to provide services that publicly benefit the County’s residents and therefore wishes to enter into License Agreements with those community not-for-profit agencies; and

**WHEREAS**, the Agency is a community not-for-profit agency that wishes to use one of the County’s neighborhood centers for families and the CCC Manager, using the discretionary authority granted to him/her by the Board, has determined that the Agency’s services provide a substantiated, public benefit to the County’s residents.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, the parties agree as follows:

Project: College of Health Professions and Sciences, University of Central  
Florida at Bithlo NCF  
Lease File # 10298

**Section 1. Recitals.** The above recitals are true and correct and form a material part of this License Agreement.

**Section 2. Documents.**

A. The documents that are incorporated by either reference or attachment and thereby form this License Agreement are:

1. This License Agreement;
2. **Exhibit A:** Community Center Information;
3. **Exhibit B:** Scope of Work;
4. **Exhibit C:** Agency Evaluation Form

**Section 3. Grant of License.**

A. The County hereby grants the Agency a license to use the neighborhood center for families and/or Community Center (the "Licensed Premises") that is more specifically described as attached hereto in **Exhibit "A"**.

B. The parties understand and agree that this License Agreement only grants a license to enter upon and use the Licensed Premises as contemplated herein and confers no other rights of occupancy and/or use of the Licensed Premises by the Agency.

**Section 4. Agency's Obligations.** The Agency shall:

A. Use the Licensed Premises exclusively for the purpose(s), and at the times and dates listed, in the Scope of Work attached hereto as **Exhibit "B"**.

B. Notify the County, in writing, should the Agency desire to perform in any manner outside the Scope of Work that is attached to this License Agreement. The CCC Manager shall be authorized to issue written approval of such requested changes to the Scope of Work without the need to formally amend this License Agreement so long as:

1. The Agency's requested changes are determined by the CCC Manager to be in line with the purpose and intent of this License Agreement; and
2. The Risk Management Division reviews and approves the revised Scope of Work without requiring a change in the insurance, liability, or indemnification language of this License Agreement.

C. Both parties hereby agree that the CCC Manager's written approval of the Agency's requested changes to the Scope of Work shall be binding upon both parties as a fully enforceable modification of **Exhibit B** of this License Agreement.

D. The Agency shall observe and comply with all applicable federal, state, and local rules, orders, laws and regulations pertaining to the use of the Licensed Premises. Nothing

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in this License Agreement shall be construed to relieve Agency of its obligation to obtain federal, state, county, or other permits, as applicable.

E. **Vulnerable Persons.** If the services to be provided in the Scope of Work attached to this License Agreement as **Exhibit "B"** involve "vulnerable persons" as defined in Section 435.02(6), Florida Statutes, then the Agency's employees, including its volunteers or any associates or agents of the Agency, that are contributing to the delivery of those services, or who will come into contact with such vulnerable persons in any way, must undergo a background screening that complies with Section 435.04 (Level 2 screening standards), Florida Statutes. Additionally, the Agency agrees that it shall pass down this obligation to its subcontractors (if any).

1. This screening shall:
  - a. Be completed at no cost to the County;
  - b. Be completed prior to the employee/volunteer beginning work pursuant to this License Agreement;
  - c. Be repeated at five (5) year intervals for the duration of this License Agreement and any amendment hereto;
  - d. Consist of an employment history check; and
  - e. Include fingerprinting that will be checked against the following databases: (1) Statewide Criminal and Juvenile Justice Records through the Florida Department of Law Enforcement (FDLE); (2) Federal Criminal Records through the Federal Bureau of Investigation (FBI); and (3) Local Criminal Records through local law enforcement agency(ies).
2. If applicable, the Agency shall provide the Director of the County's Family Services Department, or their designee, confirmation that the aforementioned screenings have been conducted and that the employee(s) providing services to the County are acceptable to use in the Agency's provision of services to, or engagement with, such vulnerable persons.
3. Background screening shall comply with all federal, state, and local laws, statutes and ordinances.
4. The County will provide the Agency with a list of offenses that would preclude an employee/volunteer from working on County projects or at County facilities.

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The Agency is responsible for conducting the background screening and making the determination as to whether their employee/volunteer will work on the project. The Agency will provide confirmation that all background screenings have been completed.

**Section 5. Term and Termination.**

A. The term of this License Agreement shall commence on the Effective Date and expire one year from the effective date as signed on this agreement. This License Agreement may be renewed for up to three (3) additional one-year terms upon written mutual consent by both parties.

B. Through its execution of this License Agreement, the Board hereby delegates to the Real Estate Division Manager, or their designee, the authority to execute any permitted renewals or provide notices hereof so long as those stated renewals do not change or alter the terms and conditions herein.

C. **Termination for Convenience.** Either party may terminate this License Agreement at any time and for any reason by providing at least thirty (30) days written notice to the other party.

D. **Termination for Cause.** The failure of the Agency, its employees, or contractor(s) to comply with any covenant or condition of this License Agreement shall constitute a breach of the License Agreement.

1. If the breach of this License Agreement, as determined by the CCC Manager, is not material and can be readily cured, the County may, in its sole and absolute discretion, provide the Agency with ten (10) days written notice and an opportunity to cure the breach within the timeframe provided therein. Should the Agency fail to cure the breach within the timeframe provided, the County may immediately terminate this License Agreement and reserves the right to prohibit the Agency from future use of any of its community centers.

2. If the breach of this License Agreement, as determined by the CCC Manager, is material and cannot be readily cured, the County may immediately terminate this License Agreement and reserves the right to prohibit the Agency from future use of any of its community centers.

E. Nothing in this Agreement shall be construed to interfere with the County's absolute right to terminate this License Agreement without cause.

**Section 6. License Restrictions.**

A. All services provided by the Agency while using the Licensed Premises must be open and available to the public.

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B. Use of the common areas of the Licensed Premises, such as meeting and conference rooms, shall only be with the approval of the CCC Manager or the designee thereof.

C. Alcoholic beverages and smoking are not permitted anywhere on the Licensed Premises or the property on which the Licensed Premises are located. Persons violating these restrictions shall be asked to leave, shall be escorted off the Licensed Premises, and may be trespassed from the Licensed Premises for a period of at least six (6) months. Any instance where the policy against alcoholic beverages is violated with the consent or knowledge of the Agency will be cause for termination of this License Agreement.

**Section 7. In-Kind Payment for License.** By executing this License Agreement, the Agency hereby certifies that it is eligible to pay for this License Agreement by means of “in-kind” contribution because the Agency: (1) is a registered not-for-profit educational institution of the State of Florida that is eligible to do business in the State of Florida; and (2) shall exclusively use the Licensed Premises in a manner that, as determined by the CCC Manager, provides a substantive benefit to the County and/or the general public.

**Section 8. [RESERVED]Evaluation.** Unless otherwise stated in the Scope of Work, the Agency shall submit monthly reports documenting the services it has provided on the Licensed Premises. These reports must be provided to the CCC Manager, or the designee thereof, on or before the 5<sup>th</sup> business day of the month that follows each month and must conform to the format provided for in **Exhibit “C”** which is attached hereto.

**Section 9. Indemnity.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials and employees and volunteers from all claims, actions, losses, suits, judgments, fines, liabilities, costs and expenses (including attorneys’ fees) arising from the indemnifying party’s own negligent acts or omissions, or those of its officials, employees, or volunteers acting within the scope of their engagement. Each party’s indemnification is expressly limited to the amounts set forth in Section 768.28, Florida Statutes. Nothing contained in this provision shall constitute a waiver of sovereign immunity or the provisions of Section 768.28, Florida Statutes, by either party. The foregoing shall not constitute an agreement by either party to assume any liability of any kind for the acts, omissions, or negligence of the other party, its officers, officials, employees, agents, volunteers, or contractors. It is agreed by the parties that specific consideration has been paid under this License Agreement for this provision.

**Section 10. Liability.**

Neither party shall be liable to the other party for any special, consequential, incidental, punitive, or indirect damages arising from, or relating to, this License Agreement and/or any breach by the County hereof, regardless of any notice of the possibility of such damages.

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**Section 11. Protection of Persons and Property.**

A. The Agency shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this License Agreement. The Agency shall take all reasonable precautions for the safety and protection of:

1. All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby; and
2. All property, materials, and equipment on the premises under the care, custody, or control of the Agency; and
3. Other property at or surrounding the premises including trees, shrubs, lawn, walk, pavement, and roadways.

B. The Agency agrees that the County does not guarantee the security of any equipment or personal property brought onto County property by the Agency, its agents, volunteers, or employees and further agrees that the County shall in no way be liable for damage, destruction, theft, or loss of any equipment and appurtenances regardless of the reason for such damage, destruction, theft, or loss.

C. The Agency shall comply with, and shall ensure that its contractors comply with, all applicable safety laws or ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury or loss. This includes, but is not limited to, applicable provisions of the following:

1. Occupational Safety & Health Act (OSHA)
2. National Institute for Occupational Safety & Health (NIOSH)

D. National Fire Protection Association (NFPA) The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the following address:

<https://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

E. The Agency shall be held responsible for any and all damage resulting from, or in any way related to, its use of the Licensed Premises. Consequently, to mitigate its liability as stated herein, the Agency hereby agrees to assist in efforts to repair and/or mitigate the impact of any damage caused to the Licensed Premises as may be requested by the County.

F. In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.



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G. The Agency agrees to ensure confidentiality of client information related to any client of the Agency or the County related to this agreement and to limit access to the premises to duly authorized staff or clients receiving specified services. The Agency shall maintain space in appropriate condition as to customary wear and cleanliness and return furnishings and equipment to its original order upon vacating premises after each use.

H. The Agency will comply with, and shall ensure that its contractors comply with, all applicable safety laws, ordinances, rules, regulations, standards, and lawful orders from authority bearing on the safety of persons or property for their protection from damage, injury, or loss.

I. In any emergency affecting the safety of persons or property, the Agency will act with reasonable care and discretion to prevent any threatened damage, injury, or loss.

**Section 12. Insurance.**

A. The Agency agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this License Agreement the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Agency, are not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the Agency under this License Agreement.

B. The Agency shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits necessary to protect the interests of Agency and County.

C. Agency participates in the State of Florida Risk Management Trust Fund for General Liability and Workers Compensation Coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF. Under this program of self-insurance, Agency maintains General Liability coverage of \$200,000 each person and \$300,000 each occurrence, statutory Workers' Compensation and Employers' Liability insurance of \$200,000 each person and \$300,000 each occurrence, and Fleet Automobile Liability coverage of \$200,000 each person, \$300,000 each occurrence, and \$10,000 personal injury per occurrence.

D. Additionally, Agency shall maintain professional liability insurance to insure its students participating in programming described as part of this License Agreement. This coverage shall provide protection against professional malpractice claims arising from the provision of professional healthcare services at limits of up to \$1,000,000 per occurrence (in the event governmental immunity limits are deemed by a court to be inapplicable). Agency will encourage all students to have their own personal health and accident insurance coverage.

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E. If the Agency is an Agency or political subdivision of the State of Florida then without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Agency may self-insure its liability with coverage limits of \$200,000 per person and \$300,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County.

F. Any request for an exception to these insurance requirements must be submitted in writing to the County for the approval of the County's Risk Management Division.

G. The Agency shall provide to the County documentation evidencing all required coverage prior to execution and commencement of any operations/services provided under this Contract.

**Section 13. Equal Opportunity and Nondiscrimination.**

A. The County's policies of equal opportunity and nondiscrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the county shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Agency shall adopt and maintain, or provide evidence to the County that the Agency has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this License Agreement. Agency's policies of nondiscrimination can be found at: <https://www.oie.ucf.edu/#policiesnprocedures>
2. The Agency agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraph "1" of this Section shall be incorporated into and become a part of the subcontract.

**Section 14. Notices.** Notices to either party provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the following addressees or to such other addressees as the parties may designate to each other in writing from time to time:

**To the County:** Orange County Administrator  
Orange County Administration Building  
201 S. Rosalind Avenue, 5th Floor  
Orlando, Florida 32801

**AND**

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Citizen's Commission for Children Manager  
Orange County Family Services Department  
Citizen's Commission for Children Division  
2100 East Michigan Street  
Orlando, Florida 32806

**To the Agency:** University of Central Florida  
College of Health Professions and Sciences  
Attn: Kelly Chan  
12805 Pegasus Drive  
Orlando, Florida 32816

**Section 15. General Provisions.**

A. **Independent Contractor.** It is understood and agreed that nothing contained in this License Agreement is intended or should be construed as creating or establishing the relationship of copartners between the parties, or as constituting the Agency as the agent, representative, or employee of the County for any purpose or in any manner whatsoever. The Agency is to be, and shall remain, an independent contractor with respect to all services performed under this Contract, and any employees hired pursuant to this Contract shall be considered to be the employee of the Agency for all purposes, including but not limited to for any worker's compensation matters.

B. **Use of County Logo.** The Agency is prohibited from use of any and all County emblems, logos, and/or identifiers without written permission from the County as per Section 2-3, Orange County Code. The County is prohibited from use of any and all Agency emblems, logos, and/or identifiers without written permission from the Agency.

C. **No Waiver of Sovereign Immunity.** Nothing contained herein shall constitute, or be in any way construed to be, a waiver of the County's or the Agency's sovereign immunity or the protections and provisions of Section 768.28, Florida Statutes.

D. **Assignments and Successors.** Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this License Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this License Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this License Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

E. **Waiver.** No delay or failure on the part of any party hereto to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

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F. **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 in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

G. **Governing Law.** This License Agreement, and any and all actions directly or indirectly associated herewith, shall be governed by and construed in accordance with the internal laws of the State of Florida, without reference to any conflicts of law provisions.

H. **Venue.** For any legal proceeding arising out of or relating to this License Agreement, each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions shall be in the Orlando Division of the U.S. Middle District of Florida.

I. **Jury Waiver.** Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this License Agreement.

J. **Attorneys' Fees and Costs.** With the exception of the indemnification terms of this License Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this License Agreement and any litigation that arises either directly, or indirectly, from this License Agreement.

K. **No Third Party Beneficiaries.** Nothing in this License Agreement, express or implied, is intended to, or shall confer, upon any person, other than the parties and their respective successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature under or by reason of this License Agreement.

L. **No Representations.** Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this License Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this License Agreement.

M. **Headings.** The headings or captions of articles, sections, or subsections used in this License Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this License Agreement.

N. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this License Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this License Agreement.

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O. **Authority of Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this License Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this License Agreement as stated.

P. **Severability.** If any provision of this License Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Q. **Written Modification.** Other than the exception regarding the Scope of Work as stated in Section 4(B) above, no modification of this License Agreement shall be binding upon any party to this License Agreement unless reduced to writing and signed by a duly authorized representative of each party to this License Agreement.

R. **Entire License Agreement.** This License Agreement, and any documents incorporated herein, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This License Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this License Agreement.

[ SIGNATURES ON THE FOLLOWING PAGE ]

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**IN WITNESS WHEREOF**, the parties hereto have signed and executed this  
License Agreement on the dates indicated below.

**ORANGE COUNTY, FLORIDA**

By: Board of County Commissioners



By: Byron W. Brooks

*for* Jerry L. Demings  
Orange County Mayor

Date: 9 July 2024

ATTEST: Phil Diamond, CPA, County Comptroller  
As Clerk to the Board of County Commissioners

By: Jennifer Lara-Klimetz  
*for* Deputy Clerk

Printed Name: Jennifer Lara-Klimetz

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**IN WITNESS WHEREOF**, the parties hereto have signed and executed this License Agreement on the dates indicated below.

**“AGENCY”**  
**THE UNIVERSITY OF CENTRAL FLORIDA**  
**BOARD OF TRUSTEES**, a State of Florida  
academic institution

By: 

Print Name: Professor Bari Hoffman

Title: Associate Dean of Clinical Affairs, College of Health Professions and Sciences

Project: College of Health Professions and Sciences, University of Central  
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### **EXHIBIT A**

**Community Center:** Bithlo/Christmas Neighborhood Center for Families  
18510 Madison Avenue, Bithlo, 32820

**Room:** Classroom setting for workshops, large activity room for physical activities and kitchen space for nutrition and cooking activities, conference room, office space and other.

**Days:** to be determined based on the design and structure of the program and after coordination with the facility manager.

**Frequency:** to be determined based on the design and structure of the program

**Hours:** to be determined based on the design and structure of the program



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**ORANGE COUNTY  
 CITIZENS' COMMISSION FOR CHILDREN  
 Facility Use Application for  
 Partners Requesting Space to Conduct Services to Benefit the Public**

**I. Neighborhood Center for Families**

Apopka/Zellwood       Ivey Lane/Lila Mitchell       West Orange  
 Bithlo/Christmas       Taft     

**II. Organization Information**

Name of Organization	College of Health Professions and Sciences, University of Central Florida
Mailing Address	12805 Pegasus Drive, Orlando, FL 32816
Phone Number	407-823-0589
Email Address	kelly.chan@ucf.edu
Contact Person	Kelly Chan
Name of person authorized to sign agreement	Professor Bari Hoffman
Title of person authorized to sign agreement	Associate Dean of Clinical Affairs

**III. Organization Background and Goals**

(Example Only: The objective of the Second Harvest Food Bank of Central Florida/Benefits Connections Program is to improve or maintain the neighborhood quality of life for its residents).  
 The College of Health Professions and Sciences of the University of Central Florida is an institution providing health care profession education to students to prepare them for health-related careers.  
 The College will partner with the Neighborhood Centers for Families to provide health related services to the surrounding community through the College's Community Health Engagement program. The program aims to address community health problems and improve health and wellbeing of the community through delivery of health education and engagement activities by students, faculty, and staff at the College.

**IV. Service Description and Scope of Work**

Please describe the eligibility criteria to participate in the program, and the kind of data you collect for the program including collection frequency, inputs, outputs, and outcomes.  
 The Community Health Engagement program provides health education and engagement activities to improve the health and wellbeing of the community. The program will be offered in one or more NCF sites depending on the design and structure of the program. All residents of the Orange County, Florida, are eligible to participate in the program.  
 Participants' health information such as blood pressure, cholesterol and blood sugar measurements, eating habits, etc. might be collected for evaluation before and after the program. Recommendations on strategies for controlling cholesterol and blood sugar, recipes for healthy meals, exercise and fitness, etc. will be provided to participants for health improvement. Through the program, participants get the chance to improve their health outcomes, such as more physical activity, reduction of risk of obesity and diabetes, etc.

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**V. Frequency and Duration of Activities**

How often is your program?	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: The frequency of the program is determined based on the design and structure of the program (may be weekly, monthly, or quarterly).
On what days are you requesting to use the center?	(circle) M   Tu   W   Th   F   Sa The days of the program is determined based on the design and structure of the program.
What kind of setup does your meeting/event require? (ex. Classroom, Banquet, U-shape, Theater)	Classroom setting for workshops, workout space (e.g large activity room) for physical activities, and kitchen space for nutrition and cooking activities.
Approximately how many people will you serve per meeting?	The number of people is determined based on the design and structure of the program.
What are the hours will the services be conducted? (Including setup and cleanup)	The number of hours is determined based on the design and structure of the program.

Please be aware that all license agreements expire automatically on December 31<sup>st</sup> of the year the agreement was signed, but may be renewed for up to three (3) additional one-year (1) terms. The maximum term of this agreement shall be for no more than three consecutive (3) years from the date of full execution of this agreement.

Signature below affirms that this application is complete and free from any intentional error:

  
 \_\_\_\_\_  
 Signature of Person Completing the Application

12/8/2023  
 \_\_\_\_\_  
 Date

**VI. Review and Approval Criteria for Senior Program Manager**

- ✓ Application is complete
- ✓ Insurance information is complete
- ✓ Days of service, hours of operation, and requested frequency of services conform to Center, Division, Department and County operational requirements and not conflict with existing Facility Users.
- ✓ The person signing the Agreement is of sufficient organizational authority to provide consent for service delivery

a) Which room in the NCF will this potential partner occupy?

Conference Room    Large Activities Room   X Office Space    Other  
 If other, please specify: \_\_\_\_\_

b) Is it your recommendation that this partner be granted access to the center at the hours, days, and times requested? Why or why not:

Project: College of Health Professions and Sciences, University of Central  
Florida at Bithlo NCF

Lease File # 10298

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Senior Program Manager Approval:  Date: 12-12-2023  
Division Manager Approval: Angela Chestang Date: 12-12-2023

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**EXHIBIT B**  
**Scope of Work**

The Community Health Engagement and improvement program at the College of Health Professions and Sciences at the University of Central Florida is designed to provide health education and engagement activities to improve the health and wellbeing of the community. The program is focused on training UCF students in delivering the community health improvement activities and engaging with the local community. The program will be offered in one or more Neighborhood Centers for Families sites depending on the design and structure of the program. All residents of Orange County, Florida, are eligible to participate in the program.

Participants from the community who accept to participate in this program will have access to health education workshops and presentations, hands-on activities that focus on health and wellness, and potential engagement in health assessment measures such as assessment of blood pressure, cholesterol, blood sugar, eating habits, etc. Recommendations on strategies for controlling cholesterol and blood sugar, recipes for healthy meals, exercise and fitness, etc. would be provided to participants for health improvement. Through the program, participants get the chance to improve their health outcomes, such as more physical activity, reduction of risk of obesity and diabetes, etc.

Only the total number of participants, without additional documentation, could be provided to the County annually and when feasible by the agency.

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**EXHIBIT "C"**

**AGENCY EVALUATION FORM**

**Name of Reporting Individual:** \_\_\_\_\_

**Name of Organization:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Reporting Period:** \_\_\_\_\_ to \_\_\_\_\_

<b>Total number of visits (all clients, new and existing)</b>

**Reporting Individual's Signature:** \_\_\_\_\_

**Reviewing County Staff Signature:** \_\_\_\_\_