



Interoffice Memo

August 19, 2019

AGENDA ITEM

TO: Mayor Jerry L. Demings
-AND-
Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director
Community and Family Services Department

FROM: Lavon B. Williams, Esq., AICP, Manager
Community Action Division

A handwritten signature in black ink, appearing to read "Lonnie C. Bell, Jr.", written over the typed name in the "THRU" field.

A handwritten signature in black ink, appearing to read "Lavon B. Williams", written over the typed name in the "FROM" field.

**CONTACT: Atalie Ashley West, Family Services Administrator
Community Action Division
(407) 836-7489**

**SUBJECT: Consent Agenda Item – September 10, 2019
Agreement with Hebni Nutrition Consultants, Inc.**

The Community and Family Services Department, through its Community Action Division, operates and manages seven community centers throughout the county that house community partners. These partners operate a variety of programs that publicly benefit Orange County residents. Hebni Nutrition Consultants, Inc. is a community based, not-for-profit agency formed in 1995 to educate high-risk, culturally diverse populations about nutrition strategies to prevent diet related diseases. In furthering this mission, Hebni operates the Fresh Stop Mobile Farmer's Market that will visit the Hal P. Marston Community Center the second Thursday of the month to increase exposure to and availability of fresh fruits and vegetables in the local community.

ACTION REQUESTED: Approval and execution of License Agreement between Orange County, Florida and Hebni Nutrition Consultants, Inc. related to Not-for-Profit Community Center Utilization for the Provision of Services Benefitting the Public License Agreement No. 20190503 for Hal P. Marston Community Center and authorization for the Director of the Community and Family Services Department to execute any permitted renewals of the license agreement so long as those renewals do not substantively change or alter the terms and conditions of the license agreement.

LBW/aaw

Attachment

C: Randy Singh, Deputy County Administrator
Cristina Berrios, County Attorney's Office

LICENSE AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

HEBNI NUTRITION CONSULTANTS, INC.

related to

**NOT-FOR-PROFIT COMMUNITY CENTER UTILIZATION FOR THE
PROVISION OF SERVICES BENEFITTING THE PUBLIC**

THIS LICENSE AGREEMENT (“License Agreement”) is made and entered into by and between **ORANGE COUNTY, FLORIDA** (the “County”), a political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Community Action Division, and **HEBNI NUTRITION CONSULTANTS, INC.** (the “Agency”), a non-profit organization with a principal address located at 2009 West Central Blvd., Orlando, FL 32805. 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 community centers 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 Community Action Division (“CAD Manager”) of the Family Services Department to be responsible for arranging, managing, and supervising the public use of the County’s community centers by the County’s residents; and

WHEREAS, the Board finds that County’s residents benefit from the use of the County’s community centers by certain community not-for-profit agencies using the community centers 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 community centers and the CAD 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:

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; and
5. **Exhibit D:** Leased Employee Affidavit (when applicable).

Section 3. Grant of License.

A. The County hereby grants the Agency a license to use the 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 CAD 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 CAD 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 CAD Manager’s written approval of the Agency’s requested changes to the Scope of Work shall be binding upon both parties.

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 in this License Agreement shall be construed to relieve Agency of its obligation to comply with all applicable provisions of the Orange County Code, or 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. The County may request to review the actual screenings and determine whether a particular employee or volunteer may be utilized by the Agency in completing its obligations under this License Agreement.
4. Any failure by the County to request to review the actual screenings of any employee shall not relieve the Agency of its liability and obligations under this License Agreement, nor shall it place any liability regarding the determination as to the eligibility or acceptability of any of the Agency’s employees to provide services or to engage with any vulnerable person.

Section 5. Term and Termination.

A. The term of this License Agreement shall expire on December 31st of the year of execution hereof. 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 limited signature authority to the Director of the Community and Family Services Division so that he or she may execute any permitted renewals of this License Agreement so long as such renewals do not substantively change or alter the terms and conditions of this License Agreement.

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 CAD 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 CAD 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.

B. Use of the common areas of the Licensed Premises, such as meeting and conference rooms, shall only be with the approval of the CAD 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 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 CAD Manager, provides a substantive benefit to the County and/or the general public.

Section 8. **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 CAD Manager, or the designee thereof, on or before the 5th 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.** To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost, and expenses (including attorneys’ fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts for which the Agency or its subcontractors (if any) may be held liable. Nothing contained herein shall constitute as waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes. It is agreed by the parties that specific consideration has been paid under this License Agreement for this provision.

Section 10. **Liability.**

The County shall not be liable to the Agency 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.

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, the following:
1. Occupational Safety & Health Act (OSHA)
 2. National Institute for Occupational Safety & Health (NIOSH)
 3. National Fire Protection Association (NFPA)
- D. 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: <http://www.ocfl.net/YourLocalGovernment/CountyDepartments/OfficeofAccountability/RiskManagement.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.
- 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 specified herein.

C. The Agency shall have in force the following insurance coverage, and will provide Certificates of Insurance to the County prior to commencing operations under this License Agreement, or prior to executing any renewals hereof, to verify such coverage:

1. **Workers' Compensation** - The Agency shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County if services are being provided at County facilities. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete the Leased Employee Affidavit attached herein as **Exhibit "D"**.
2. **Commercial General Liability** - The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Agency further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds.
3. **Sexual abuse and molestation coverage** with limits of not less than \$100,000 per occurrence shall also be included for those programs that provide services directly to minors. The General Aggregate limit shall either apply separately to this License Agreement or shall be at least twice the required occurrence limit.
4. **Business Automobile Liability** – The Agency shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 per accident. In the event the Agency does not own automobiles the Agency shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

5. **Professional Liability** – Any Organization providing Professional services (i.e., medical, counseling, etc.) shall provide Professional liability coverage with limits of not less than \$1,000,000 per occurrence.
- D. 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 \$100,000 per person and \$200,000 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.
- E. When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of Agency's most recent annual report or financial statement. For policies written on a "Claims-Made" basis the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.
- F. The Agency agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.
- G. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.
- H. 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.
- I. The Agency shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Contract. In addition to the certificate(s) of insurance the Agency shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective Contract number. The certificate holder shall read:

Orange County Board of County Commissioners
Attention: Procurement Division
400 East South Street

Orlando, Florida 32801

Section 13. Equal Opportunity and Nondiscrimination.

A. **Equal Opportunity and Nondiscrimination Policy.** Pursuant to Section 17-288, Orange County Code, the County shall not extend public funds or resources in a manner that would encourage, perpetuate or foster discrimination. As such, any and all person(s) doing business with the County shall recognize and comply with the County's "Equal Opportunity and Nondiscrimination Policy," which is intended to assure equal opportunities to every person in securing or holding employment in a field of work or labor for which that person is qualified, regardless of race, religion, sex, color, age, disability or national origin. This policy is enforced by Section 17-314, Orange County Code, and the County's relevant Administrative Regulations. Section 17-290, Orange County Code, memorializes the County's commitment to its Equal Opportunity and Nondiscrimination Policy by requiring the following provisions in all County contracts:

1. The Agency represents that the Agency has adopted and shall maintain a policy of nondiscrimination as defined by applicable County ordinance through the term of this License Agreement.
2. The Agency agrees that, on written request, the Agency shall permit reasonable access to all business records or employment, employment advertisement, application forms, and other pertinent data and records, by the county, for the purpose of investigating to ascertain compliance with the nondiscrimination provisions of this License Agreement; provided, that the Agency shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this License Agreement.
3. The Agency agrees that, if any of the obligations of this License Agreement are to be performed by subcontractor(s), the provisions of subsections (1) and (2) 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

Community Action Division Manager
Orange County Family Services Department
Community Action Division
2100 East Michigan Street
Orlando, Florida 32806

To the Agency: President and Executive Director
Hebni Nutrition Consultants, Inc.
2009 West Central Blvd.
Orlando, FL 32805

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.
- 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 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. Additionally, the parties deem the services to be rendered pursuant to this License Agreement to be personal in nature. As such, 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.

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.

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.

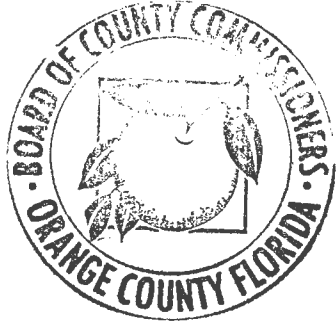
P. **Severability.** If any provision of this License Agreement is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

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]

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: Bryon W. Brooks
for Jerry L. Demings
Orange County Mayor

Date: 10 Sep 19

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

Katie Smith
By: Deputy Clerk

Date: SEP 10 2019

THE AGENCY

By: Ronice Weaver

Date: 7-24-19

Printed Name: Ronice Weaver

Official Title: Dir. of Business Operations

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 24th day of July, 2019 by Ronice Weaver, who is personally known to me or produced State of FL ID as a form of valid identification.

(Seal)



BRIDGET J MONROE
Commission # GG 233420
Expires June 28, 2022
Bonded Thru Budget Notary Services

Bridget J. Monroe
Signature Notary Public

EXHIBIT A

**Hal P. Marston Community Center
3933 WD Judge Drive
Orlando, FL 32808**

Room: Parking lot
Days: 2nd Thursdays
Frequency: Monthly
Hours: 10:30am-11:30am

EXHIBIT B

Hebni Nutrition Consultants, Inc. is a community based, not for profit agency formed in 1995 to educate high-risk, culturally diverse populations about nutrition strategies to prevent diet related diseases. The Fresh Stop Mobile Farmer's Market further expands the mission of Hebni Nutrition. A repurposed bus was fashioned into a farmer's market was created to serve food desert neighborhoods. Our market offers fresh fruit and vegetables in community centered locations and at budget friendly prices.

The Fresh Stop Mobile Farmer's Market aims to drive positive health outcomes and create a road map for generational change for families with the highest incidence diabetes, heart disease, and other diet-related illnesses.

Scope of Work:

- A. Fresh Stop Bus operators will collect basic information on individuals that utilize the service including but limited to:
 - a. Gender, age, race/ethnicity, and primary language spoken.
 - b. Collecting this information allows Hebni Nutrition Consultants and to gauge program outreach per stop.
- B. The Fresh Stop Bus will visit Community Action centers once per month on a regular schedule.
 - a. Participation will vary each visit based on citizen demand.
- C. The Fresh Stop Bus requires space to accommodate a 40 ft. bus in the parking lot.
- D. The Fresh Stop Bus will provide one hour of shopping to residents per month

Hebni Nutrition representatives will complete Exhibit C monthly detailing results to the following performance indicators:

Outcome measure:

- a. **FNPI 5a:** The number of individuals who demonstrated increased nutrition skills (e.g. cooking, shopping, and growing food).

Process measure:

- b. **SRV 5hh:** Incentives (e.g. gift card for food preparation, rewards for preparation, etc).

EXHIBIT C

AGENCY EVALUATION FORM

Name of Reporting Individual: _____

Name of Organization: _____

Date: _____ **Reporting Period:** _____ **to** _____

Number of individual clients	Of those, number of new clients	Total number of visits (all clients, new and existing)

National Performance Indicator (NPI)	NPI Description	Number of clients achieving NPI
FNPI 5a	The number of individuals who demonstrated increased nutrition skills via healthy shopping	
SRV 5hh	Number of persons who used an incentive to shop (e.g. gift card for food preparation, rewards for preparation, etc).	

Supporting documentation for outcome completion included with the report: Yes___ No___

Reporting Individual's Signature: _____

Reviewing County Staff Signature: _____

EXHIBIT "D"

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ **Date:** _____



ORANGE COUNTY COMMUNITY ACTION DIVISION
Facility Use Application for
Partners Requesting Space to Conduct Services to Benefit the Public

I. Community Center

X East Orange X Hal P. Marston X Holden Heights X John Bridges
 X Lila Mitchell X Maxey X Pine Hills X Taft

II. Organization Information

Name of Organization	Hebni Nutrition Consultant, Inc.
Mailing Address	2009 West Central Blvd
Phone Number	407-872-1333
Email Address	thomas@hebninutrition.org
Contact Person	Thomas Coston

Name of person authorized to sign agreement	Roniece Weaver
Title of person authorized to sign agreement	President / <i>Executive Director</i>

III. Organization Background and Goals

(Example Only: The objective of the Southwest Home Owner's Association is to improve or maintain the neighborhood quality of life for its residents).

Hebni Nutrition is a community based, not for profit agency formed in 1995 to educate high risk, culturally diverse populations about nutrition strategies to prevent diet related diseases. The Fresh Stop bus further expands the mission of Hebni Nutrition, the repurposed bus was created to serve food desert neighborhoods. Our market offers fresh fruit and vegetables in community centered locations and at budget friendly prices.

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 Fresh Stop will drive positive health outcomes and create a road map for generational change for families hardest hit by diabetes and heart disease. Fresh Stop collects basic info on individuals that utilize the service including gender, age, race primary language and demographics. Collecting this information allows Hebni Nutrition and The Fresh Stop to gauge the outreach of program per event.

V. Frequency and Duration of Activities

How often is your program? Daily Weekly x Monthly Quarterly Other:
 On what days are you requesting to use the center? (circle) M Tu W Th F Sa

Days may vary

What kind of setup does your meeting/event require? (ex. Classroom, Banquet, U-shape, Theater)	Fresh Stop requires space to accommodate a40 ft. space in the centers parking lot area.
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Approximately how many people will you serve per meeting?	Participation varies
What are the hours will the services be conducted? (Including setup and cleanup)	Fresh Stop will make stops at the centers in a range of 45 min – 1hr. Stops are made anywhere between the hours of 10a & 3p.

Which Community Action's National Performance Indicator(s) (NPI) Outcomes best describes your services? (e.g. 1.1A; 1.2B; 2.2E, etc.) **See attached.**

CNPI 2.1i _____ FNPI _____ SVC _____

Please be aware that all license agreements expire automatically on December 31st 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]
Signature of Person Completing the Application

2/27/19
Date

VI. Review and Approval Criteria for 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 community center will this potential partner occupy?

Conference Room Large Activities Room Office Space Other
If other, please specify: Parking Lot

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:

Approval Recommended, Service can help to improve health and provide healthy foods



HEBNI-1

OP ID: KW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hillcrest Agency P.O. Box 1364 Mount Dora, FL 32756 Kevin McEwen		CONTACT NAME: Kevin McEwen PHONE (A/C, No, Ext): 352-383-8164 E-MAIL ADDRESS: kevin@hillcrestinsurance.com FAX (A/C, No): 352-383-5899
		INSURER(S) AFFORDING COVERAGE
		INSURER A: Covington Specialty Insurance
		INSURER B: AmTrust North America
		INSURER C: National Liability & Fire Ins.
		INSURER D:
		INSURER E:
		INSURER F:

INSURED Hebni Nutrition Consultants, Inc 2009 W Central Blvd Orlando, FL 32805	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X	X	VBA70117900	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		X	73APR377188	05/29/2019	05/29/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	AWC1128283	04/22/2019	04/22/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AM Best Ratings: Covington Specialty N13027 A+ XIII, National Liability & Fire Insurance (National Indemnity) A++ 15 N20552, Travelers Casualty & Surety A++ XV N19038. AmTrust North America A XI NAIC #23140. Orange County Board County Commissioners listed as additional insured with regards to general liability. Contract # Y14-2027-Citizens Commission For Children.

CERTIFICATE HOLDER Orange County Board of County Commissioners 400 E. South Street Orlando, FL 32801	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kevin W. McEwen A172180</i>
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