



Legislation Text

File #: 24-1445, **Version:** 1

Interoffice Memorandum

DATE: September 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 University of Central Florida College of Nursing related to State of Florida University Community Center utilization for the provision of services benefitting the public, and authorization for the Manager of the Real Estate Management Division and Manager of the Community Action Division to exercise all delegations of authority expressly provided for by the License Agreement, as needed for University of Central Florida College of Nursing [EMBRACE Lab], Pine Hills Community Center (CAD), 6408 Jennings Road, Orlando, Florida 32818. Lease File 10339. District 6. **(Real Estate Management Division)**

PROJECT:

University of Central Florida College of Nursing [EMBRACE Lab]
Pine Hills Community Center (CAD)
6408 Jennings Road, Orlando, Florida 32818
Lease File 10339

PURPOSE: To provide meeting space at the Pine Hills Community Center for community and family services.

ITEM:

License Agreement
Size: Space within the Pine Hills Community Center
Term: Expires one year from the effective date of the License Agreement.

Options: Three, one-year renewals

BUDGET: NA

REVENUE: None/Services Provided

FUNDS: NA

APPROVALS:

Real Estate Management Division
County Attorney's Office
Risk Management Division
Facilities Management Division
Community Action Division

REMARKS: This new License Agreement with the University of Central Florida (UCF) College of Nursing is to provide facility use in the Pine Hills Community Center located at 6408 Jennings Road, Orlando, Florida 32818. They will use space to conduct a study focused on fall-risk and balance in senior adults through the utilization of assessments and surveys. The study aims to determine the effectiveness of an exercise intervention program to reduce fall-risk and enhance balance in senior adults residing in the community.

The UCF College of Nursing EMBRACE Lab at the Pine Hills Community Center will host approximately 13 older Orange County Residents to participate in EMBRACE Lab interventions.

Participants: Participants include Orange County residents who are at least 60 years of age, who score at a level of "cognitively intact" on a Mini-Mental State Exam, and who can stand without assistance. Participants will be recruited from among the Pine Hills Community Center Senior Program. No other recruitment or outreach will occur for this program beyond this group.

Frequency: Participants will be exposed to a week-long course in exercise and fitness, wellness, and fall prevention. Thereafter, participants will receive a fitness tracker to keep track of their follow-up activities on their own. The group will reconvene every Friday for a period of nine months to assess progress and reinforce lessons learned. All meetings will occur at the Pine Hills Community Center.

Interventions: Seniors will learn from experts the type and duration of exercises that they can perform in their daily lives without access to additional equipment. A special emphasis of this project is fall prevention. Exercises are professionally designed around this principle.

Participants will also be exposed to education around nutrition, wellness, and socialization. After receiving instruction over the course of a week, participants will be asked to exercise daily from home and log all activity in a take-home fitness tracker. Participants will receive incentives in the form of \$50 gift cards for each Friday session that they participate in over the course of the nine-month follow-up period.

Research: In addition to assisting this cohort of seniors to improve their health and avoid future fall risks, the program will also produce academic research on behalf of the UCF College of Nursing that will assist healthcare providers across our community in increasing the health of even more older Orange County residents.

This program is not funded by any Orange County governmental entity, and the agency has agreed to report outcomes associated with this program to Community Action Division staff.

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 Community Action Division to be responsible for arranging, managing, and supervising the public use of the County's community centers for the County's residents.

APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS

OCT 08 2024

LICENSE AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

UNIVERSITY OF CENTRAL FLORIDA COLLEGE OF NURSING

related to

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

THIS LICENSE AGREEMENT (this “**License Agreement**”) is made effective as of the date last executed below (the “**Effective Date**”) and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (the “**County**”), and **UNIVERSITY OF CENTRAL FLORIDA COLLEGE OF NURSING**, a State of Florida academic institution (the “**Agency**”). 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 Community and 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 non-profit agencies using the community centers to provide services that publicly benefit the County’s residents and therefore desires to enter into license agreements with those community non-profit agencies; and

WHEREAS, the Agency is a community non-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;

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 that is more specifically described in the *Community Center Information* attached to this License Agreement as “**Exhibit A**” and referenced throughout this License Agreement as the “**Licensed Premises.**”

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 County’s Risk Management Division reviews and approves the revised *Scope of Work* without requiring a change in the insurance, liability, or indemnification provisions 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 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 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 pursuant to 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, will 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.
5. 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. **Term.** 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. **Delegation of Authority.** Through its execution of this License Agreement, the Board hereby delegates the Real Estate Management 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 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 non-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 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 in “**Exhibit C**” which is attached hereto.

Section 9. **Indemnity.** Each party agrees to defend, indemnify, and hold harmless the other party, its officials, employees, and volunteers from all claims, actions losses, suits, judgments, fines, liabilities, cost, 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.

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

Project: University of Central Florida College of Nursing [EMBRACE Lab] – Pine Hills Community Center (CAD)

Lease File: 10339

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)
3. National Fire Protection Association (NFPA)
4. Americans With Disabilities Act (ADA)

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:

<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.

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. The 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, the 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, the Agency shall maintain Professional Liability insurance to insure its students participating in programing 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). The Agency will encourage all students to have their own personal health and accident insurance coverage.

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 requests 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 agrees to provide to the County documentation evidencing all required coverage prior to execution and commencement of any operations/services provided under this License Agreement.

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. The Agency’s policies of nondiscrimination can be found at:

<https://www.oie.ucf.edu/#policiesnprocedures>

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 contract; provided, that the contractor 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 obligations of this License Agreement are to be performed by subcontractor(s), the provisions of subparagraphs “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

Community Action Division Manager

Project: University of Central Florida College of Nursing [EMBRACE Lab] – Pine Hills
Community Center (CAD)
Lease File: 10339

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

To the Agency: University of Central Florida College of Nursing
Attn: Herlinda Velez
12201 Research Parkway, Suite 300
Orlando, Florida 32826
Ph: 347.970.9548
Herlinda.Velez@ucf.edu

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.

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.

Project: University of Central Florida College of Nursing [EMBRACE Lab] – Pine Hills
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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.

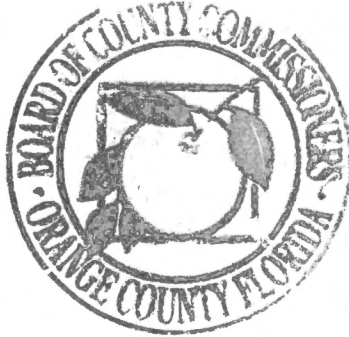
Q. **Written Modification.** Other than the exception regarding the Scope of Work as stated in Section 4(B) above, no modification of this License Agreement shall be binding upon any party to this License Agreement unless reduced to writing and signed by a duly authorized representative of each party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

Project: University of Central Florida College of Nursing [EMBRACE Lab] – Pine Hills
Community Center (CAD)
Lease File: 10339

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: Bryan W. Brooks

for Jerry L. Demings
Orange County Mayor

Date: 8 October 2024

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

David Rooney
By: Deputy Clerk

Printed Name: DAVID ROONEY

Project: University of Central Florida College of Nursing [EMBRACE Lab] – Pine Hills
Community Center (CAD)
Lease File: 10339

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

“AGENCY”
UNIVERSITY OF CENTRAL FLORIDA
COLLEGE OF NURSING, a State of Florida
academic institution

By: Ladda Thiamwong

Ladda Thiamwong

Title: Primary Investigator

Date: 8/8/2024

Project: University of Central Florida College of Nursing [EMBRACE Lab] – Pine Hills
Community Center (CAD)

Lease File: 10339

EXHIBIT A
COMMUNITY CENTER INFORMATION

Community Center: Pine Hills Community Center
6400 Jennings Road, Orlando, Florida 32818

Room: Conference Room, Large Activities Room

Days: Fridays

Frequency: Quarterly

Hours: 8:45 AM to 1:15 PM



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

I. Community Center

- | | | | |
|--------------------------------------|---|--|---------------------------------------|
| <input type="checkbox"/> East Orange | <input type="checkbox"/> Hal P. Marston | <input type="checkbox"/> Holden Heights | <input type="checkbox"/> John Bridges |
| <input type="checkbox"/> Maxey | <input type="checkbox"/> Multicultural | <input checked="" type="checkbox"/> Pine Hills | <input type="checkbox"/> Taft |
| <input type="checkbox"/> Tangelo | | | |

II. Organization Information

Name of Organization	University of Central Florida College of Nursing- EMBRACE LAB
Mailing Address	12201 Research Pkwy Suite 300, Orlando, FL 32826
Phone Number	(347)970-9548
Email Address	Herlinda.Velez@ucf.edu
Contact Person	Herlinda Velez

Name of person authorized to sign agreement	Ladda Thiamwong
Title of person authorized to sign agreement	Primary Investigator

III. Organization Background and Goals

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

This study consists of 3 aims. Aim 1 is to examine the effects of the technology-based PEER intervention on fall risk, dynamic balance, and accelerometer-based physical activity (PA). Aim 2 is to examine the effects of the PEER intervention on fall risk appraisal shifting and negative self-perceptions of aging. Aim 3 is to explore participants' experiences with the PEER

IV. Service Eligibility, Description and Scope of Work

What are the eligibility criteria to participate in your program?	Inclusion criteria: (1) aged ≥60 years, (2) cognitively intact based on Mini-Mental State Examination score >24 and (3) able to stand without assistance
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Describe your Program Scope of Work expected to be performed under this agreement and in the centers.
 Aim to study fall risk and balance in older adults through the use of assessments and surveys. Examining the effectiveness of an exercise intervention program in decreasing fall risk and improving balance in community-dwelling older adults. Each participant can expect for assessments to take 45mins to an hour to complete, with exercise classes lasting 1 hour.

V. Program Measurements and Deliverables

Describe how program effectiveness is measured by your organization (include deliverable data you collect for program inputs, outputs and outcomes). How does the organization measure its impact?
 Over 9 months data will be collected at 4 periods. Fall risk will be assessed using the CDC's Stopping Elderly Accidents, Deaths, and Injuries fall risk checklist
 Dynamic balance will be assessed using the "Timed Up and Go" (TUG) and "Sit to Stand" (STS) tests suggested by the CDC
 Physical Activity participants will have their activity levels monitored using ActiGraph GT9X Link wireless activity monitors for 7 consecutive days.
 Levels of fear of falling will be assessed using the short FES-I.
 Levels of balance will be assessed using the B-Tracks Balance Scale
 Negative self-perceptions will be measured using the Brief Aging Perceptions Questionnaire.
 A weekly exercise log is designed from our pilot work to record activity including the type and duration of exercises that low-income older adults perform at home
 Social determinants of health include protocols related to demographics or participants' characteristics including access to health services, health literacy, and access to health technology
 Please complete the table of your Program Measurement information with the Community Action National Indicators that best describes your program services and outcomes and identify how the measure is supported.

SRV	Service Description	Service Tracking Source	NPI	Outcome Description	Outcome Measurement Source	Where is Measurement Data Stored?
6	Wellness Education	surveys	5B	The number of participants who demonstrated improved physical	Surveys	Redcap
5P	Wellness Classes	sign in sheets	5B	The number of participants who demonstrated improved physical	Surveys	Redcap
5Q	Exercise/Fitness	assessments	5B	The number of participants who demonstrated improved physical	Fitbit	Redcap
5HH	Incentives (giftcard/fitbit)	sign in sheets	5B	The number of participants who demonstrated improved physical	Data based on participation	Microsoft Teams

VI. Frequency and Duration of Activities

How often is your program? Daily Weekly Monthly Quarterly Other:
 What days are you requesting to use the center? M Tu W Th F Sa
 What kind of setup does your meeting/event require?
 (ex. Classroom, Banquet, U-shape, Theater) _____ space for exercise
 Approximately how many people will you serve per meeting? approx. 13
 What are the hours the services will be conducted?
 (Including setup and cleanup) 8:45am-1:15pm

VII. Reporting Requirements

Reporting program measurements (# clients served, # services provided, # outcomes achieved) with an identified measurement source to Community Action is a monthly requirement to document the service impact for citizens. Reports are due on or before the 1st of each month and considered late after the 2nd of the month.

Checking the box acknowledges and agrees to the reporting requirements.

VIII. Funding

Does your organization receive any funding from Orange County? Yes No
 If yes, please provide the contract number. _____
 If not, please identify your funding source. National Institute of Health (NIH) _____

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:

Andra Newman Digitally signed by Andra Newman
Date: 2024.05.20 10:00:00 -0500
Signature of Person Completing the Application

6/20/2024
Date

IX. Review and Approval Criteria for Program Manager

- ✓ Application is complete.
- ✓ Insurance information is complete.
- ✓ Scope of work description is clearly stated, National Indicators and Measurement Sources are identified, and signee acknowledges and agrees to reporting requirements.
- ✓ Days of service, hours of operation, and requested frequency of services conform to Center, Division, Department and County operational requirements and do 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: _____

b) Which National Community Action Indicators (SRVs/NPIs) will be recorded for agency reporting for this potential partner?

SRV 5 FNPI 5B CNPI 5A

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

Yes, Utilizing The Embrace Lab gives PHCC advancement in using technology for exercise. Programs with UCF research helps not only the students but those in the community to elaborate and awareness of one's health. The Embrace Lab is a great opportunity for seniors to stay healthy, gain knowledge of balance and strength also receive benefits. In addition, PHCC strives for the seniors to live their best life.

Program Manager Approval: *Edwin Brown*

Date: 6-3-2024

Division Manager Approval: *[Signature]*

Date: 6/6/24

Project: University of Central Florida College of Nursing [EMBRACE Lab] – Pine Hills
Community Center (CAD)
Lease File: 10339



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

**STATE RISK MANAGEMENT TRUST FUND
GENERAL LIABILITY
CERTIFICATE OF COVERAGE**

Policy Number: GL-0221 General Liability
Certificate of Coverage

Name Insured: University of Central Florida

General Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28, Florida Statutes, and any rules promulgated thereunder.

Coverage Limits:
General Liability: \$200,000.00 each person
 \$300,000.00 each occurrence

Inception Date: July 1, 2024
Expiration Date: July 1, 2025

CHIEF FINANCIAL OFFICER

DFS-D0-863
Effective 07/23
Rule 69H-2.004, F.A.C.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

**STATE RISK MANAGEMENT
TRUST FUND
AUTOMOBILE LIABILITY
CERTIFICATE OF COVERAGE**

Policy Number: AL-0221 Automobile Liability
Certificate of Coverage

Name Insured: University of Central Florida

Automobile Liability Coverage provided pursuant to Chapter 284, Part II, Section 768.28,
Florida Statutes, the Florida Vehicle No-Fault Law, and any rules promulgated thereunder.

Coverage Limits:

General Liability: \$200,000.00 each person
\$300,000.00 each occurrence

Personal Injury: \$10,000.00 each person
\$10,000.00 each occurrence

Inception Date: July 1, 2024

Expiration Date: July 1, 2025

CHIEF FINANCIAL OFFICER

DFS-D0-864
Effective 07/23
Rule 69H-2.004, F.A.C.



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

STATE RISK MANAGEMENT
TRUST FUND

Policy Number: WC-0221

State Employee Workers' Compensation
and Employer's Liability Certificate of
Coverage

Name Insured: University of Central Florida

Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B \$200,000.00 each person
 \$300,000.00 each occurrence

Inception Date: July 1, 2024

Expiration Date: July 1, 2025

CHIEF FINANCIAL OFFICER

DFS-D0-867
Effective 07/23
Rule 69H-2.004, F.A.C.

EXHIBIT B
SCOPE OF WORK

University of Central Florida College of Nursing will conduct a study focused on fall risk and balance in older adults through the utilization of assessments and surveys. The study aims to assess the effectiveness of an exercise intervention program in reducing fall risk and enhancing balance in older adults residing in the community. Each participant will undergo assessments that can take approximately 45 minutes to an hour to complete, with exercise classes lasting for one hour.

This study is comprised of three main objectives. The first aim is to analyze the impact of the technology-based PEER intervention on fall risk, dynamic balance, and accelerometer-based physical activity (PA). The second aim is to assess the effects of the PEER intervention on fall risk appraisal shifting and negative self-perceptions of aging. The third aim is to explore the participants' experiences with the PEER intervention.

To assess dynamic balance, the study will utilize the "Timed Up and Go" (TUG) and "Sit to Stand" (STS) tests recommended by the CDC. Participants' physical activity levels will be monitored using ActiGraph GT9X Link wireless activity monitors for seven consecutive days. The levels of fear of falling will be assessed using the short Falls Efficacy Scale International (FES-I), while the B-Tracks Balance Scale will be used to measure balance levels. Negative self-perceptions will be measured using the Brief Aging Perceptions Questionnaire.

A weekly exercise log has been developed based on the preliminary research to document the types and duration of exercise performed at home by low-income older adults at home. Social determinants of health include protocols related to demographics or participants' characteristics, including access to health services, health literacy, and access to health technology.

Project: University of Central Florida College of Nursing [EMBRACE Lab] – Pine Hills
 Community Center (CAD)
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**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

Supporting documentation for outcome completion included with the report: Yes ___ No ___

Reporting Individual's Signature: _____

Reviewing County Staff Signature: _____

Project: University of Central Florida College of Nursing [EMBRACE Lab] – Pine Hills
Community Center (CAD)
Lease File: 10339

**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:** _____