



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 3

DATE: February 16, 2023

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

THROUGH: Mindy T. Cummings, Manager
Real Estate Management Division *WTC*

FROM: Ana Alves, Sr. Acquisition Agent
Real Estate Management Division *AA/WTC*

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

DIVISION: **Real Estate Management Division**
Phone: (407) 836-7090

ACTION REQUESTED: Approval and execution of License Agreement between Orange County, Florida and Firebush, Inc. related to not-for-profit community center utilization for the provision of services benefitting the public and authorization for the Manager of the Community Action Division to exercise renewal options, and furnish notice, required, or allowed by the license agreement, as needed.

PROJECT: Firebush, Inc. – Maxey Community Center (CAD)
830 Klondike Ave., Winter Garden, Florida 34787
Lease File #10050

District 1

PURPOSE: To provide space inside the Maxey Community Center for Community and Family Services.

ITEM: **License Agreement**
Revenue: None/Services Provided
Size: Space within the Maxey Community Center
Term: Until December 31, 2023
Options: Three, One-year renewals

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

REMARKS: Firebush, Inc. (Firebush) provides professional high-quality health and fitness classes at no charge to the elderly or anyone with mobility challenges.

Firebush utilized space at this community center pursuant to a License Agreement that was approved by the Board on April 9, 2019, that expired on December 31, 2022.

This new License Agreement will provide Firebush, Inc. with facility use in the Maxey Community Center located at 830 Klondike Ave., Winter Garden, Florida 34787 until December 31, 2023.

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. The Board 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 by the County's residents.

APPROVED

BY ORANGE COUNTY BOARD

OF COUNTY COMMISSIONERS

MAR 07 2023

Project Name: Firebush, Inc. – Maxey Community Center (CAD)

Case File: #10050

LICENSE AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

FIREBUSH, INC.

related to

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

THIS LICENSE AGREEMENT (this “License Agreement”) is made and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (the “County”), and **FIREBUSH, INC.**, a nonprofit organization (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 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 desires to enter into license agreements with those not-for-profit community; and

WHEREAS, the Agency is a not-for-profit community 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 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 in this License Agreement and confers no other rights of occupancy or use of the Licensed Premises to the Agency.

Section 4. Agency’s Obligations. The County’s granting of this License and the Agency’s entry upon and use of the Licensed Premises are conditional upon the Agency’s compliance with the following obligations:

A. The Agency shall use the Licensed Premises exclusively for the purpose(s), and at the times and dates listed, in the *Scope of Work* attached to this License Agreement as “**Exhibit B**”.

B. The Agency will notify the County, in writing, if the Agency desires 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.

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 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. Upon the County’s request, the Agency will provide the results of the actual screenings so that the County can determine whether a particular employee or volunteer may be utilized by the Agency in providing its services under this License Agreement.

4. Any failure by the County to request to review the results of the actual screenings of any employee will not relieve the Agency of its liability and obligations under this License Agreement, nor will it place any liability onto the County regarding the eligibility or acceptability of any of the Agency's employees to provide services or to engage with any vulnerable person.

F. **Permits, Licenses, and Approvals.** The Agency shall obtain all permits, licenses, and approvals necessary to provide the services described in the *Scope of Work* at the Licensed Premises.

Section 5. Term and Termination.

A. **Term.** The term of this License Agreement shall begin upon the parties' execution of this Agreement and expire on December 31st of the year of this License Agreement's execution. 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 limited signature authority to the Director of the County's Community and Family Services Department so that the Director may execute any permitted renewals of this License Agreement so long as those 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 as to interfere with the County's absolute right to terminate this License Agreement without cause.

F. **Removal from Premises.** The County may, in its sole and absolute discretion, remove any Agency employee or agent from the County's premises at any time.

Section 6. License Restrictions. The County's granting of this License and the Agency's entry upon and use of the Licensed Premises are conditional upon the Agency's compliance with the following 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. **Prohibitions of Substances, Devices, or Materials.** Unless otherwise specifically agreed to by the County in writing, the Agency shall not allow or permit the use, consumption, storage or possession of any of the following items on the Licensed Premises by the Agency or its agents: (a) intoxicating or alcoholic beverages, smoking, or illegal or harmful drugs; (b) gambling devices of any kind; (c) any weapons or firearms; (d) hazardous, flammable or explosive materials, including but not limited to, flammable materials or liquids, fireworks, pyrotechnic devices, explosives, poisonous materials or plants, strong acids or caustics; (e) dangerous animals; or (f) any other substance, material or items prohibited by law or ordinances of fire insurance. 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.

D. **Alterations or Removal of Property.** The Agency may not damage, destroy, alter, erect or permit to be erected upon the Licensed Premises such improvements, alterations or modifications to the Licensed Premises, or any fixtures, building systems, or equipment or portion thereof, without the prior written approval of the County, which approval may be withheld in the County's sole and absolute discretion. The Agency may not remove or damage any County equipment or supplies from any portion of the Licensed Premises.

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 substantially conform to the format provided for in the *Agency Evaluation Form* attached to this License Agreement as “**Exhibit C**”.

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 in this License Agreement 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: <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 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 to this License Agreement 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 \$1,000,000 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 vulnerable populations. 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.

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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 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 provide a CG 20 26 Additional Insured – Designated Person or Organization and CG 24 04 Waiver of Transfer of Right of Recovery in favor of Orange County, Florida.

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 and additional insured shall read:

Orange County, Florida
Attn: Risk Management Division
109 East Church Street, Suite 200
Orlando, Florida 32801

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.
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 contract are to be performed by subcontractor(s), the provisions of subparagraphs “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: Firebush, Inc.
Attn: Gloria Harris - President
618 E. South Street, Suite 500
Orlando, Florida 32801

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. 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.

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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. Non-Exclusive Agreement. This License Agreement shall be non-exclusive to both parties providing both the Agency and the County the right to enter into agreements regarding the same or similar subject matter with other parties.

M. 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.

N. 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.

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

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P. 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.

Q. 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.

R. 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.

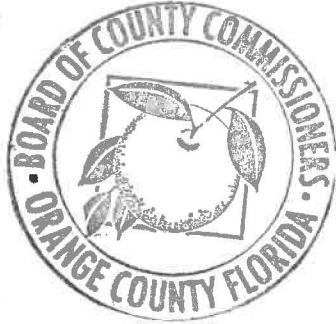
S. Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Section 16. 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 Name: Firebush, Inc. – Maxey Community Center (CAD)
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IN WITNESS WHEREOF, the parties hereto have signed and executed this License Agreement on the dates indicated below.



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Bryan W. Burks*

for Jerry L. Demings
Orange County Mayor

Date: *7 March 2023*

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

Craig Stopera

By: Deputy Clerk

for
Date: *MAR 07 2023*

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

WITNESSES: [Signature] FIREBUSH, INC., a non-profit organization
Print Name: Lacey Howard By: [Signature]
[Signature] Gloria Harris
President
Print Name: Jorge Mendez Date: 1/24/2023

STATE OF Florida
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24th of January, 2023, by Gloria Harris as Founder, of Firebush, Inc. on behalf of the Firebush, Inc. The individual is personally known to me or has produced: Florida Driver License as identification.

(Affix Notary Stamp)



JANICE TRECE MCINTOSH
Notary Public
State of Florida
Comm# HH281867
Expires 9/30/2026

[Signature]
Notary Signature
JANICE MCINTOSH
Printed Notary Name
Notary Public of: Florida
My Commission Expires: 09/30/2026

Prepared by and after recording return to:
Ana Alves, a staff employee
in the course of duty with the
Real Estate Management Division of Orange
County, Florida
P.O. Box 1393
Orlando, Florida 32802-1393

Project Name: Firebush, Inc. – Maxey Community Center (CAD)
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EXHIBIT A
COMMUNITY CENTER INFORMATION

Community Center: Maxey Community Center
830 Klondike Avenue, Winter Garden, Florida 34787

Room: Any classroom available

Days: Weekly

Frequency: Tuesday, Wednesday, Thursday

Hours: between 9:00am and 12:00pm

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EXHIBIT B
SCOPE OF WORK

Firebush, Inc. will provide 45-minute senior group fitness classes and health & wellness talks. Fitness formats to include Aerobic, Dance, Yoga, Strength Training, Balance, and Flexibility.

Project Name: Firebush, Inc. – Maxey Community Center (CAD)

Lease File: #10050



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

I. Community Center

Form with checkboxes for community centers: East Orange, Lila Mitchell, Hal P. Marston, Maxey, Holden Heights, Pine Hills, John Bridges, Taft.

II. Organization Information

Form with fields for organization details: Name of Organization (Firebush), Mailing Address (818 E. South Street, Suite 500, Orlando, Florida, 32801), Phone Number (4074599313), Email Address (freefitness@firebush.org), Contact Person (Gloria Harris).

Form with fields for authorized signatory: Name of person authorized to sign agreement (Gloria Harris), Title of person authorized to sign agreement (President).

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).

Text describing Firebush's mission: Firebush is a nonprofit organization with a mission that allows health and fitness professionals to give back to the community by providing safe, high-quality health and fitness classes at no charge to the elderly or anyone with mobility challenges in fitness unserved or underserved communities.

IV. Service Eligibility, Description and Scope of Work

Form with fields for eligibility criteria: What is the eligibility criteria to participate in your program? (Registration/)

Form with fields for program description: Describe your Program Scope of Work expected to be performed under this agreement and in the centers. To provide 45 minute senior group fitness classes and health & wellness talks on the day and time requested. Fitness formats to include Aerobic Dance, Yoga, Strength Training, and Balance & Flexibility.

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?

Measurements are determined by number of participants per class and number of participants recurring attendance.

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?
5q	Exercise/Fitness	class attendance	5b	health and well-being;	class attendance	checkbox.com data system

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? Large room with chairs arm length spacing
 (ex. Classroom, Banquet, U-shape, Theater)

Approximately how many people will you serve per meeting? based on room capacity

What are the hours will the services be conducted? morning hours between 9am and noon
 (Including setup and cleanup)

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.

Project Name: Firebush, Inc. – Maxey Community Center (CAD)

Lease File: #10050

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:

Moni Hourani
Signature of Person Completing the Application

11/2/2022
Date

VIII. 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 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 _____ FNPI _____ CNPI _____

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:

Program Manager Approval: *[Signature]* Date: 11-14-2022
Division Manager Approval: *[Signature]* Date: 11/1/2022

Project Name: Firebush, Inc. – Maxey Community Center (CAD)

Lease File: #10050



Hiscox Insurance Company Inc.

Policy Number: UDC-5072427-CGL-22
Named Insured: Firebush Inc dba Ft To Dance 2 Inc
Endorsement Number: 21
Endorsement Effective: November 8, 2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Orange County Florida Risk Management Division 109 E Church Street Suite 20 Orlando, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/03/2022

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 Hiacox Inc 5 Concourse Parkway Suite 2150 Atlanta GA, 30328		CONTACT NAME PHONE (AC, HA, Ext): (888) 202-3007 FAX (AC, Ext): E-MAIL: CONTACT@HACOX.COM ADDRESS:	
INSURED Firebush Inc dba Fit To Dance 2 Inc 1780 Underwood Ave Saint Cloud, FL 34771		INSURER(S) AFFORDING COVERAGE INSURER A: Hiacox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10200

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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.

RISK LTR	TYPE OF INSURANCE	ADDL SUBR (BLD, BOO)	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 AGGRG GATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROTECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	UDC-5072427-CGL-22	01/31/2022	01/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per 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 \$ S/T Gen. Agg \$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> DISCR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYEE OR PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> GEN ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA FAML OVER \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Professional liability policy 01/23/2022 to 01/23/2023 term policy, P 100, 305 306, 200k misconduct in the professional liability. Orange County Florida Risk Management Division is an additional insured to policy terms and conditions.

CERTIFICATE HOLDER Orange County Florida Risk Management Division 109 E Church St, Ste 20 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
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Project Name: Firebush, Inc. – Maxey Community Center (CAD)

Lease File: #10050



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/03/2022

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PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME PHONE (A/C, Res, Ext): (888) 202-3007 FAX (A/C, Res): E-MAIL: contact@hiscox.com ADDRESS:
	INSURER(S) AFFORDED COVERAGE
INSURED Firebush Inc dba Fit To Dance 2 Inc 1790 Underwood Ave Saint Cloud, FL 34771	INSURER A : Hiscox Insurance Company Inc NAIC # : 10200
	INSURER B
	INSURER C
	INSURER D
	INSURER E
	INSURER F

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INSR LTR	TYPE OF INSURANCE	ADDITIONAL RISKS COVERED	POLICY NUMBER	POLICY EXP (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. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	UDC-5072427-CGL-22	01/31/2022	01/31/2023	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 \$ S/T Gen. Agg \$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY PASSENGER AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTHER EL EACH ACCIDENT \$ EL DISEASE - FA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 99). Additional Remarks Schedule, may be attached if more space is required.
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ACORD 25 (2018/03)

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Project Name: Firebush, Inc. – Maxey Community Center (CAD)
Lease File: #10050



Hiscox Insurance Company Inc.

Policy Number: UDC-6072427-CGL-22
Named Insured: Firebush Inc dba FR To Dance 2 Inc
Endorsement Number: 21
Endorsement Effective: November 8, 2022

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- A. In the performance of your ongoing operations; or
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Project Name: Firebush, Inc. – Maxey 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: _____

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 exposurc.

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: _____