



Interoffice Memorandum

REAL ESTATE MANAGEMENT ITEM 1

DATE: April 19, 2023

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

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

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

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 Center for Change, Inc. related to not-for-profit Neighborhood Center for Families 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: Center for Change, Inc. -
Ivey Lane/Lila Mitchell Community Center
5151 Raleigh St., Orlando, Florida 32811
Lease File #10213

District 6

PURPOSE: To provide space inside the Ivey Lane/Lila Mitchell Community Center for Community and Family Services.

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

APPROVALS: Real Estate Management Division
 County Attorney's Office
 Risk Management Division
 Citizens' Commission for Children Division

REMARKS: This new License Agreement with Center for Change, Inc., is for facility use in the Ivey Lane/Lila Mitchell Community Center located at 5151 Raleigh St., Orlando, Florida 32811 to provide health education, social services, and family counseling to individuals and families of African American, Hispanic, and Caribbean descent who lack access to economic, social, and health resources.

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 Citizen's Commission for Children 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

MAY 02 2023

LICENSE AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

CENTER FOR CHANGE, INC.

related to

NOT-FOR-PROFIT NEIGHBORHOOD CENTER FOR FAMILIES UTILIZATION FOR THE PROVISION OF SERVICES BENEFITTING THE PUBLIC

THIS LICENSE AGREEMENT (“**License Agreement**”) is made effective as of the date last executed below (the “**Effective Date**”) and entered into by and between **ORANGE COUNTY, FLORIDA** (the “**County**”), a charter county and political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Community and Family Services Department, and **CENTER FOR CHANGE, INC.** (the “**Agency**”), a Florida not-for-profit corporation with a principal address located at 6003 Silver Star Road, Suite 3, Orlando Florida 32808. The County and the Agency may be referred to individually as “party” or collectively as “parties”.

RECITALS

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

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

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

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

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

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
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 neighborhood center (the "Licensed Premises") that is more specifically described as attached hereto in **Exhibit "A"**.

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

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

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

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

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

C. Both parties hereby agree that the CCC Manager's written approval of the Agency's requested changes to the Scope of Work shall be binding upon both parties.

D. The Agency shall observe and comply with all applicable federal, state, and local rules, orders, laws and regulations pertaining to the use of the Licensed Premises. Nothing in this License Agreement shall be construed to relieve Agency of its obligation to comply

with all applicable provisions of the Orange County Code, or its obligation to obtain federal, state, county, or other permits, as applicable.

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

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

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

Section 5. Term and Termination.

A. The term of this License Agreement shall commence on the Effective Date and expire on December 31st of the year of execution hereof. This License Agreement may be renewed for up to three (3) additional one-year terms upon written mutual consent by both parties.

B. Through its execution of this License Agreement, the Board hereby delegates limited signature authority to the Director of the Community and Family Services Department so that he or she may execute any permitted renewals hereof so long as those stated renewals do not change or alter the terms and conditions herein.

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

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

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

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

Section 6. License Restrictions.

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

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

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

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

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

Section 9. **Indemnity.** To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost, and expenses (including attorneys' fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts for which the Agency or its subcontractors (if any) may be held liable. It is agreed by the parties that specific consideration has been paid under this License Agreement for this provision.

Section 10. **Liability.**

The County shall not be liable to the Agency for any special, consequential, incidental, punitive, or indirect damages arising from, or relating to, this License Agreement and/or any breach by the County hereof, regardless of any notice of the possibility of such damages.

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

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

1. All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby; and

2. All property, materials, and equipment on the premises under the care, custody, or control of the Agency; and
3. Other property at or surrounding the premises including trees, shrubs, lawn, walk, pavement, and roadways.

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

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

1. Occupational Safety & Health Act (OSHA)
2. National Institute for Occupational Safety & Health (NIOSH)
3. National Fire Protection Association (NFPA)

D. The Agency must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the following address: <http://www.ocfl.net/YourLocalGovernment/CountyDepartments/OfficeofAccountability/RiskManagement.aspx>

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

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

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

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

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

Section 12. Insurance.

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

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

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

1. **Workers' Compensation** - The Agency shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the County. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Agency using an employee leasing arrangement shall complete the Leased Employee Affidavit attached herein as **Exhibit "D"**.
2. **Commercial General Liability** - The Agency shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Agency further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds.
3. **Sexual abuse and molestation coverage** with limits of not less than \$100,000 per occurrence shall also be included for those programs that provide services directly to 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.

D. If the Agency is an Agency or political subdivision of the State of Florida then without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Agency may self-insure its liability with coverage limits of \$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.

E. When a self-insured retention or deductible exceeds \$100,000 the County reserves the right to request a copy of Agency's most recent annual report or financial statement. For policies written on a "Claims-Made" basis the Agency agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. In the event the policy is cancelled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract the Agency agrees to purchase the SERP with a minimum reporting period of not less than two (2) years. Purchase of the SERP shall not relieve the Agency of the obligation to provide replacement coverage.

F. The Agency agrees to endorse the County as an Additional Insured with a CG 20 26 Additional Insured – Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The additional insured shall be listed in the name of Orange County Board of County Commissioners.

G. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

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

I. The Agency shall provide to the County current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Contract. In addition to the certificate(s) of insurance the Agency shall also provide copies of the additional insured and the waiver of subrogation endorsements as required above. For continuing service contracts renewal certificates shall be submitted upon request by either the County or its certificate management representative. The certificates shall clearly indicate that the Agency has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically reference the respective Contract number. The certificate holder shall read:

Orange County Board of County Commissioners
Attention: Risk Management Division
400 East South Street
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: Center for Change, Inc.
Attn: Peggie Burgess, Executive Director
6003 Silver Star Road, Suite 3
Orlando, Florida 32808

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.

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

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

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

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

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

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

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

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

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

and understands the above conditions and intends to fully abide by the conditions and terms of this License Agreement as stated.

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

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

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

[SIGNATURES ON THE FOLLOWING PAGE]

Project: Center for Change, Inc. at Ivey Lane/Lila Mitchell Community Center
Lease File #10213

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: Brynn Brooks
Jerry L. Demings
Orange County Mayor

Date: 2 May 2023

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

By: Gloria Hernandez
Deputy Clerk

Printed Name: Gloria Hernandez

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

Signed, sealed and delivered
in the presence of:

"AGENCY"

CENTER FOR CHANGE, INC., a Florida not for
profit corporation

Witness: Michelle Blackwell

By: Peggie Burgess

Print Name: Michelle Blackwell

Print Name: Peggie Burgess

Witness: Tamara Major

Title: EXECUTIVE DIRECTOR

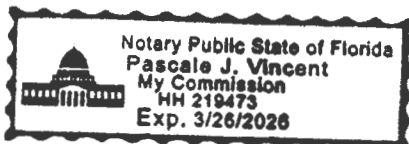
Print Name: Tamara Major

STATE OF
COUNTY OF

FLORIDA
ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 13th of MARCH, 2023, by Peggie Burgess as Executive Director, of Center for Change, Inc. on behalf of the non-profit organization. The individual is personally known to me or has produced: _____ as identification.

(Affix Notary Stamp)



Pascale Vincent
Notary Signature

PASCALE VINCENT
Printed Notary Name

Notary Public of:

My Commission Expires: 3/26/2026

Project: Center for Change, Inc. at Ivey Lane/Lila Mitchell Community Center
Lease File #10213

EXHIBIT A

Community Center: Ivey Lane/Lila Mitchell Center
5151 Raleigh St, Orlando, Florida 32811

Room: Any available office space with desk, chair, file cabinet.
Days: Monday, Tuesday, Wednesday, Thursday and Friday
Frequency: Weekly
Hours: 8:00 am to 5:00 pm



**ORANGE COUNTY
CITIZENS' COMMISSION FOR CHILDREN**

**Facility Use Application for
Partners Requesting Space to Conduct Services to Benefit the Public**

I. Neighborhood Center for Families

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

II. Organization Information

Name of Organization	Center for Change, Inc.
Mailing Address	6003 Silver Star Road, Suite 3 Orlando, Florida 32808
Phone Number	(407) 2714452
Email Address	Flo4c@yahoo.com
Contact Person	Peggie Burgess

Name of person authorized to sign agreement	Peggie Burgess
Title of person authorized to sign agreement	Executive Director

III. Organization Background and Goals

(Example Only: The objective of the Second Harvest Food Bank of Central Florida/Benefits Connections Program is to improve or maintain the neighborhood quality of life for its residents).

Center for Change mission is to provide health education, social services and family counseling to individuals and families of African American, Hispanic and Caribbean descent who lack access to economic, social, and health resources.

IV. Service Description and Scope of Work

Please describe the eligibility criteria to participate in the program, and the kind of data you collect for the program including collection frequency, inputs, outputs, and outcomes.

Eligibility criteria: noninsured or uninsured individuals, 16 years and older from Orange County specifically, Lia Mitchell and Ivey Lane communities. The frequency of data collection is daily and may vary based on client needs. Tools used to collect data includes sign in sheets, initial assessment, which includes demographic and progress notes. Service plans and discharge summary will be completed. In addition, pre and post surveys for support services will be documented. All data will be used for monthly reporting or quarterly reporting.

V. Frequency and Duration of Activities

How often is your program? ☐ Daily ☒ Weekly ☐ Monthly ☐ Quarterly ☐ Other:

On what days are you requesting to use the center? (circle) M Tu W Th F Sa

What kind of setup does your meeting/event require? (ex. Classroom, Banquet, U-shape, Theater)	Request office space including desk, chair, file cabinet.
---	---

Approximately how many people will you serve per meeting?	1-3 people per meeting
What are the hours will the services be conducted? (Including setup and cleanup)	8am to 5pm

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:

Peggy Burgess
Signature of Person Completing the Application

1/12/23
Date

VI. Review and Approval Criteria for Senior Program Manager

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

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

☐ Conference Room ☐ Large Activities Room ☐ Office Space ☐ Other

If other, please specify: _____

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

Senior Program Manager Approval: Danna Jackson-Carroll Date: 1/12/23

Division Manager Approval: Angela Chestang Date: 1-30-2023

EXHIBIT B

Summary:

Center for Change mission is to provide health education, social services and family counseling to individuals and families of African American, Hispanic and Caribbean descent who lacks access to economic, social, and health resources.

Scope of Work:

Center for Change, Inc., provides services for noninsured or uninsured individuals, 16 years and older from Orange County specifically, Lila Mitchell and Ivey Lane communities. The frequency of data collection is daily and may vary based on client needs. Tools used to collect data includes sign in sheets, initial assessment, which includes demographic and progress notes. Service plans and discharge summary will be completed. In addition, pre and post surveys for support services will be documented. All data will be used for monthly reporting or quarterly reporting.

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)

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

Reporting Individual's Signature: _____

Reviewing County Staff Signature: _____

EXHIBIT "D"

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ **Date:** _____