



**Interoffice Memorandum**

**REAL ESTATE MANAGEMENT ITEM 4**

**DATE:** January 18, 2024

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

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

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

**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 Second Harvest Food Bank of Central Florida, 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:** Second Harvest Food Bank of Central Florida, Inc.  
Maxey Community Center (CAD)  
830 Klondike Street, Winter Garden, Florida 34787  
Lease File #10275  
  
District 1

**PURPOSE:** To provide space inside the Maxey Community Center for community and family services.

**Interoffice Memorandum**  
**Real Estate Management Division**  
**Agenda Item 4**  
**January 18, 2024**  
**Page 2 of 2**

**ITEM:** License Agreement  
Revenue: None/Services Provided  
Size: Space within Maxey Community Center  
Term: Until December 31, 2024  
Options: Three, One-year renewals

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

**REMARKS:** This License Agreement with Second Harvest Food Bank of Central Florida, Inc. is to provide facility use in the Maxey Community Center located at 830 Klondike Street, Winter Garden, Florida 34787.

Second Harvest Food Bank of Central Florida, Inc. will assist with applications for the Supplemental Nutrition Assistance Program for low-income families, seniors, veterans and persons with disabilities.

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

Project Name: Second Harvest Food Bank of Central Florida, Inc. – Maxey Community Center (CAD)  
Lease File: #10275

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APPROVED  
BY ORANGE COUNTY BOARD  
OF COUNTY COMMISSIONERS

FEB 06 2024

**LICENSE AGREEMENT**

*between*

**ORANGE COUNTY, FLORIDA**

*and*

**SECOND HARVEST FOOD BANK OF CENTRAL FLORIDA, INC.**

*related to*

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

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**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 **SECOND HARVEST FOOD BANK OF CENTRAL FLORIDA, INC.**, a non profit food bank (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 not-for-profit community agencies using the community centers to provide services that publicly benefit the County’s residents and therefore desire to enter into license agreements with those not-for-profit community agencies; 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 is 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.

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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 the 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

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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 31<sup>st</sup> 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.

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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 is 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 an “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 5<sup>th</sup> 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, costs, 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 a 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)



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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 their 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 the 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

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\$100,000 for 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 that is 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, 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 self-insured retention or deductible exceeds \$100,000, the County reserves the right to request a copy of the 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 canceled, 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

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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 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.

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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 addresses, or to such other addresses 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:** Second Harvest Food Bank of Central Florida  
Attn: Erica Astacio  
411 Mercy Dr.  
Orlando, Florida 32805  
407-295-1066  
eastacio@feedhopenow.org

**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

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considered to be the employee of the Agency for all purposes, including but not limited to any worker's compensation matters.

B. **Use of County Logo.** The Agency is prohibited from the 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 a 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 a violation. No waiver of a single event of a violation shall be deemed to be a waiver of any subsequent event of a 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, the 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.

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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.

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.

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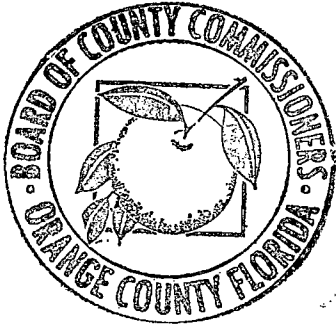
S. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. 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, set forth and constitute the entire agreement and understanding of the parties with respect to the subject matter hereof. This License Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this License Agreement.

[ SIGNATURES ON THE FOLLOWING PAGE ]

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



ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: *Jerry L. Demings*  
Jerry L. Demings  
Orange County Mayor

Date: *6 February 2024*

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

*Jennifer Sara Kimet*  
By: Deputy Clerk

Date: **FEB 06 2024**



Project Name: Second Harvest Food Bank of Central Florida, Inc. – Maxey Community Center (CAD)  
Lease File: #10275

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

**SECOND HARVEST FOOD BANK OF CENTRAL FLORIDA, INC.**, a non-profit food bank

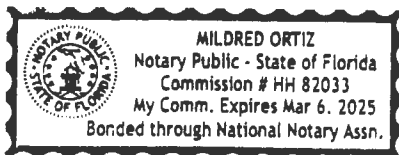
By: *Derick Chubbs*  
Derick Chubbs  
CEO

STATE OF FL  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 20 day of Dec, 2023 by Derick Chubbs, CEO at Second Harvest Food Bank Central Florida, Inc. He/she  is personally known to me or  has produced \_\_\_\_\_ as a form of valid identification.

(Seal)

*M. Ortiz*  
Signature Notary Public



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**EXHIBIT A**  
**COMMUNITY CENTER INFORMATION**

**Community Center:** Maxey Community Center  
830 Klondike Ave, Winter Garden, Florida 34787

**Room:** Any classroom available

**Days:** Mondays and Fridays

**Frequency:** Biweekly

**Hours:** 8:30 A.M. to 3:30 P.M.

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

**I. Community Center**

<input checked="" type="checkbox"/> Best Orange	<input type="checkbox"/> Hal P. Marston	<input checked="" type="checkbox"/> Holden Heights	<input type="checkbox"/> John Bridges
<input type="checkbox"/> Lila Mitchell	<input checked="" type="checkbox"/> Maxey	<input type="checkbox"/> Pine Hills	<input checked="" type="checkbox"/> Taft

**II. Organization Information**

Name of Organization	Second Harvest Food Bank of Central Florida
Mailing Address	411 Mercy Dr, Orlando, FL 32805
Phone Number	(407) 295-1066
Email Address	eastacio@feedhopcnow.org
Contact Person	Erica Astacio

Name of person authorized to sign agreement	Derrick Chubbs
Title of person authorized to sign agreement	CEO

**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).  
 The goal of the Benefits Connection Program is to facilitate and expedite the process of applying for SNAP benefits for potentially eligible individuals and families in our community.

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

What is the eligibility criteria to participate in your program?	Orange County residents who qualify for benefits according to guidelines
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Describe your Program Scope of Work expected to be performed under this agreement and in the centers.  
 The Benefits Connection Program specifically offers SNAP application assistance, advice, and support to working families, seniors, veterans, and persons with disabilities. We track results daily at our different locations using clients' basic information as well as inputs, outputs and outcomes that help us report on results to our leadership, funders and community partners, and also on our decision-making.

**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?

The Benefits Connection Program uses monthly tracking to determine how many applications were completed, interviews conducted, assistance provided, and outcomes of application.

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?
SRV 3I	SNAP Benefits	Weekly Reports	FNPI 5z1	Number of who reported a better sense of food security	Applications submitted and processed	Computer and paper files
SRV 3h	Health Insurance	Weekly Reports	FNPI 5z 4	Number of individuals who obtained health insurance.	Applications submitted and processed	Computer and paper files

**VI. Frequency and Duration of Activities**

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

What days are you requesting to use the center?  M  Tu  W  Th  F  Sa

What kind of setup does your meeting/event require? (ex. Classroom, Banquet, U-shape, Theater)  Small office with a desk and two chairs with space for privacy and physical distancing.

Approximately how many people will you serve per meeting? 5-10

What are the hours the services will be conducted? (Including setup and cleanup) 8:30am - 3:30pm

**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 1<sup>st</sup> of each month and considered late after the 2<sup>nd</sup> of the month.

Checking the box acknowledges and agrees to the reporting requirements.

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

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



Signature of Person Completing the Application

5/24/22

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: Eddy Brown Date: 9-16-22

Division Manager Approval: Lynn B Williams Date: 9-20-22

		<b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 5/16/2023
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).				
<b>PRODUCER</b> Foundation Risk Partners, Corp. dba Foundation Risk Partners 1540 Cornerstone Blvd., Suite 200 Daytona Beach FL 32117		<b>CONTACT NAME:</b> Certificates <b>PHONE (A/C No. Ext):</b> 386-677-4761 <b>FAX (A/C. No.):</b> 386-673-5370 <b>E-MAIL ADDRESS:</b> certs@foundationrp.com		
<b>INSURED</b> Second Harvest Food Bank of Central Florida, Inc. 411 Mercy Dr. Orlando FL 32805		License# L100450 SEC04HR-01		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: Philadelphia Indemnity Insurance Company      18058 INSURER B: RetailFirst Insurance Company      10700 INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**      **CERTIFICATE NUMBER: 1553545477**      **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.

INSTR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PHPK255314E	5/15/2023	5/15/2024	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 \$ 3,000,000 PRODUCTS - COMP-OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK255314E	5/15/2023	5/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB863472	5/15/2023	5/15/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N <input type="checkbox"/> N / A	0520-62662	5/15/2023	5/15/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Leased/Rented Equipment			PHPK255314E	5/15/2023	5/15/2024	Limit 30,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: PROOF OF COVERAGE WITH REGARD TO AGREEMENT NUMBER Y20-2323

<b>CERTIFICATE HOLDER</b>  ORANGE COUNTY, FL ATTN: RISK MANAGEMENT DIVISION 109 e CHURCH STREET, SUITE 200 ORLANDO FL 32801	<b>CANCELLATION</b>  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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AGENCY CUSTOMER ID: SECOHAR-01  
 LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

AGENCY <b>Foundation Risk Partners</b>		NAMED INSURED Second Harvest Food Bank of Central Florida, Inc	
POLICY NUMBER See Acord 25		EFFECTIVE DATE	
CARRIER See Acord 25	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: \_\_\_\_\_ FORM TITLE: \_\_\_\_\_

**GENERAL LIABILITY COVERAGE FORMS**

- PIGLDHS 1011 - General Liability Human Services Deluxe Endorsement:
  - Blanket Additional Insured as required by written contract includes:
    - Medical Directors and Administrators
    - Managers and Supervisors (with Fellow Employee Coverage)
    - Broadened Named Insured (Any organization and subsidiary thereof which you control and actively manage on the effective date)
    - Funding Source
    - Home Care Providers
    - Managers, Landlords, or Lessors of Premises
    - Lessor of Leased Equipment
    - Grantor of Permits
    - Vendor
    - Franchisor
    - Any Person or Organization when required by contract
    - Owners, Lessees, or Contractors
    - State or Political Subdivisions
  - Blanket Transfer of Rights of Recovery Against Others To Us (Waiver of Subrogation) as required by written contract

**AUTO LIABILITY COVERAGE FORMS**

- PICA001 0915 - Commercial Automobile Elite Endorsement:
  - Blanket Designated Insured for Liability as required by contract or agreement
  - Blanket Lessor of Leased Autos as required by contract or agreement
  - Blanket Waiver of Subrogation as required by written contract

**WORKERS COMPENSATION COVERAGE FORMS**

- WC000313 0484 - Blanket Waiver of Subrogation as required by written contract

**UMBRELLA COVERAGE FORMS**

- PICXL001 0314 - Follow Form



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**EXHIBIT B**  
**SCOPE OF WORK**

The Benefits Connection Program specifically offers SNAP application assistance, advice, and support to working families, seniors, veterans, and persons with disabilities. The Program tracks results daily at the different locations using clients' basic information as well inputs, outputs and outcomes that helps them report on results to their leadership, funders and community partners, also on their decision making.

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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: \_\_\_\_\_

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**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:** \_\_\_\_\_