



Interoffice Memo

March 27, 2019

AGENDA ITEM

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

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

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

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

SUBJECT: **Consent Agenda Item – April 9, 2019**
Agreement with Firebush, Inc.

The Community and Family Services Department, through its Community Action Division, operates and manages seven community centers throughout the county that house community partners. These partners operate a variety of programs that publicly benefit Orange County residents. Firebush, Inc. is a community partner dedicated to enhancing daily life activities, increasing independent living, and decreasing the incidence or onset of chronic illnesses for Orange County seniors. At the East Orange Community Center, Firebush will offer free chair fitness classes and related educational forums specifically designed for seniors and those with mobility challenges. Each group class will last 45-60 minutes per week, at five of our seven centers. This will serve approximately 125 seniors per week.

ACTION REQUESTED: **Approval and execution of License Agreement between Orange County, Florida and Firebush Inc. related to Not-for-Profit Community Center Utilization for the Provision of Services Benefitting the Public License Agreement No. 20190301 for East Orange Community Center.**

LBW/aaw:jam

Attachment

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

LICENSE AGREEMENT

between

ORANGE COUNTY, FLORIDA

and

FIREBUSH, INC.

related to

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

THIS LICENSE AGREEMENT (“License Agreement”) is made and entered into by and between **ORANGE COUNTY, FLORIDA** (the “County”), a political subdivision of the State of Florida located at 201 South Rosalind Avenue, Orlando, Florida 32801, on behalf of its Community Action Division, and **FIREBUSH, INC** (the “Agency”), a non-profit organization with a principal address located at P.O. Box 570779, Orlando, FL 32857. The County and the Agency may be referred to individually as “party” or collectively as “parties”.

RECITALS

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

WHEREAS, the Board has designated the Manager of the Community Action Division (“CAD Manager”) of the Family Services Department to be responsible for arranging, managing, and supervising the public use of the County’s community centers by the County’s residents; and

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

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

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

Section 1. Recitals. The above recitals are true and correct and form a material part of this License Agreement.

Section 2. Documents.

A. The documents that are incorporated by either reference or attachment and thereby form this License Agreement are:

1. This License Agreement;
2. **Exhibit A:** Community Center Information;
3. **Exhibit B:** Scope of Work;
4. **Exhibit C:** Agency Evaluation Form; and
5. **Exhibit D:** Leased Employee Affidavit (when applicable).

Section 3. Grant of License.

A. The County hereby grants the Agency a license to use the community center (the "Licensed Premises") that is more specifically described as attached hereto in **Exhibit "A"**.

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

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

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

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

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

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

D. The Agency shall observe and comply with all applicable federal, state, and local rules, orders, laws and regulations pertaining to the use of the Licensed Premises. Nothing in this License Agreement shall be construed to relieve Agency of its obligation to comply with all applicable provisions of the Orange County Code, or its obligation to obtain federal, state, county, or other permits, as applicable.

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

1. This screening shall:
 - a. Be completed at no cost to the County;
 - b. Be completed prior to the employee/volunteer beginning work pursuant to this License Agreement;
 - c. Be repeated at five (5) year intervals for the duration of this License Agreement and any amendment hereto;
 - d. Consist of an employment history check; and
 - e. Include fingerprinting that will be checked against the following databases: (1) Statewide Criminal and Juvenile Justice Records through the Florida Department of Law Enforcement (FDLE); (2) Federal Criminal Records through the Federal Bureau of Investigation (FBI); and (3) Local Criminal Records through local law enforcement agency(ies).
2. If applicable, the Agency shall provide the Director of the County’s Family Services Department, or their designee, confirmation that the aforementioned screenings have been conducted and that the employee(s) providing services to the County are acceptable to use in the Agency’s provision of services to, or engagement with, such vulnerable persons.
3. The County may request to review the actual screenings and determine whether a particular employee or volunteer may be utilized by the Agency in completing its obligations under this License Agreement.
4. Any failure by the County to request to review the actual screenings of any employee shall not relieve the Agency of its liability and obligations under this License Agreement, nor shall it place any liability regarding the determination as to the eligibility or acceptability of any of the Agency’s employees to provide services or to engage with any vulnerable person.

Section 5. Term and Termination.

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

B. Through its execution of this License Agreement, the Board hereby delegates limited signature authority to the Director of the Family Services Division 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 CAD Manager, is not material and can be readily cured, the County may, in its sole and absolute discretion, provide the Agency with ten (10) days written notice and an opportunity to cure the breach within the timeframe provided therein. Should the Agency fail to cure the breach within the timeframe provided, the County may immediately terminate this License Agreement and reserves the right to prohibit the Agency from future use of any of its community centers.
2. If the breach of this License Agreement, as determined by the CAD Manager, is material and cannot be readily cured, the County may immediately terminate this License Agreement and reserves the right to prohibit the Agency from future use of any of its community centers.

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

Section 6. License Restrictions.

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

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

C. Alcoholic beverages and smoking are not permitted anywhere on the Licensed Premises or the property on which the Licensed Premises are located. Persons violating these restrictions shall be asked to leave, shall be escorted off the Licensed Premises, and may be trespassed from the Licensed Premises for a period of at least six (6) months. Any

instance where the policy against alcoholic beverages is violated with the consent or knowledge of the Agency will be cause for termination of this License Agreement.

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

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

Section 9. Indemnity. To the fullest extent permitted by law, the Agency shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost, and expenses (including attorneys’ fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Agency or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts for which the Agency or its subcontractors (if any) may be held liable. Nothing contained herein shall constitute as waiver by the County of sovereign immunity or the provisions of Section 768.28, Florida Statutes. It is agreed by the parties that specific consideration has been paid under this License Agreement for this provision.

Section 10. Liability.

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

Section 11. Protection of Persons and Property.

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

1. All employees and all persons whom the Agency suffers to be on the premises and other persons who may be affected thereby; and
2. All property, materials, and equipment on the premises under the care, custody, or control of the Agency; and

3. Other property at or surrounding the premises including trees, shrubs, lawn, walk, pavement, and roadways.

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

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

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

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

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

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

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

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

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

Section 12. Insurance.

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

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

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

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

5. **Professional Liability** – Any Organization providing Professional services (i.e., medical, counseling, etc.) shall provide Professional liability coverage with limits of not less than \$1,000,000 per occurrence.

D. If the Agency is an Agency or political subdivision of the State of Florida then without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the Agency may self-insure its liability with coverage limits of \$100,000 per person and \$200,000 per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the County.

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

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

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

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

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

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

Orlando, Florida 32801

Section 13. Equal Opportunity and Nondiscrimination.

A. 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: President
Firebush, Inc.
P.O. Box 570779
Orlando, FL 32857

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]

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: Byron W. Brooks
Jerry L. Demings
Orange County Mayor

Date: 9 APR 19

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

Kate Smith
By: Deputy Clerk

Date: APR 09 2019



THE AGENCY

By: Gloria Harris
Printed Name: Gloria Harris

Date: 3/18/2019
Official Title: President

STATE OF FL
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 18th day of March, 2019 by Gloria Harris, who is personally known to me or produced FL ID as a form of valid identification.

(Seal)

Yvette D. Lockett
Signature Notary Public

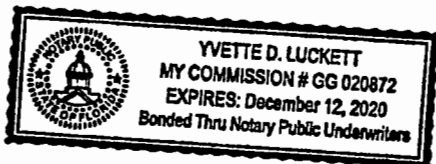


EXHIBIT A

**East Orange Community Center
12050 East Colonial Drive
Orlando, FL 328286-4705**

Room: Multipurpose room

Days: Determined by community center supervisor, senior, and instructors

Frequency: Weekly

Hours: Determined by community center supervisor, senior, and instructors

EXHIBIT B

Summary:

Firebush is a non-profit organization that offers free group fitness classes and related educational forums to adult seniors and those with mobility challenges. Firebush is able to provide these services at no cost by partnering with local health and fitness professionals to provide each service.

The goal of Firebush is to enhance daily life activities, increase independent living, and decrease the conditions that causes chronic illnesses through a safe and fun experience for all participants.

To participate in a Firebush program, participants must complete a liability waiver that confirms their physical capability to engage in a fitness class and that provides an emergency contact person.

Instructors, staff and volunteers must sign a company handbook outlining overall expectations and responsibilities to include avoiding words or actions that constitute sexual misconduct; and create a safe and 'bias free zone' in the classroom by avoiding discussions that could foster divisiveness.

Scope of Work:

A. Once per week, Firebush will offer 45 minutes of fitness/movement classes, and 15 minutes of relevant Health and Garden Talks following the fitness session.

- a. Fitness classes incorporate tai chi, yoga, aerobic dance, strength training, and stretch & tone motions
- b. Class capacity is capped at 25 participants per instructor

B. Firebush Inc. president will complete Exhibit C monthly detailing results to the following performance indicators:

Outcome measures:

- a. FNPI 5b: The number of individuals who demonstrated improved physical health and well-being.
- b. FNPI 5f: The number of seniors (65+) who maintained an independent living situation.

Process measures

- c. SRV 5q: number of individuals who attended an exercise/fitness class

Room: Multipurpose room

Days: Determined by community center supervisor, senior, and instructors

Frequency: Weekly

Hours: Determined by community center supervisor, senior, and instructors

EXHIBIT C

AGENCY EVALUATION FORM

Name of Reporting Individual: _____

Name of Organization: _____

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

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

| National Performance Indicator (NPI) | NPI Description | Number of clients achieving NPI |
|---|------------------------|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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

Reporting Individual's Signature: _____

Reviewing County Staff Signature: _____

EXHIBIT "D"

LEASED EMPLOYEE AFFIDAVIT

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

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

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

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

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

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

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____

Date: _____



ORANGE COUNTY COMMUNITY ACTION DIVISION

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

I. Community Center

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

II. Organization Information

| | |
|----------------------|------------------------------|
| Name of Organization | Firebush, Inc. |
| Mailing Address | P. O. Box 570779 |
| Phone Number | 407-701-1383 |
| Email Address | <u>Fire.bush@outlook.com</u> |
| Contact Person | Gloria Harris |

| | |
|--|---------------|
| Name of person authorized to sign agreement | Gloria Harris |
| Title of person authorized to sign agreement | President |

III. Organization Background and Goals

Firebush was incorporated as a Florida nonprofit in October 2017 and received IRS 501 (C) 3 status in December 2018.

It is a fund-raising organization that allows health and fitness professionals to give back to our community by offering regular group fitness classes and relevant educational talks at no cost to adult seniors and those with mobility challenges.

The goal of Firebush is to enhance daily life activities, increase independent living and decrease the conditions that causes chronic illnesses through a safe and fun experience for its participants.

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.

To participate in a Firebush Program, participants must complete a liability waiver that confirms their physical capability to engage in a fitness class and that provides an emergency contact person.

Instructors, staff and volunteers must sign a company handbook outlining overall expectations and responsibilities to include avoiding words or actions that constitute sexual misconduct; and create a safe and 'bias free zone' in the classroom by avoiding discussions that could foster divisiveness.

Attendance stats per class are collected to generate monthly reports for each location. Attendance reports and input from participants assist in measuring the outcome of each class to determine improvement opportunity or other changes.

Periodic contact with location management leaders assures the activities are generating the expected outcomes.

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) ALL M Tu W Th F

ALL: Firebush schedule of class days and times are determined by the senior group at each location.

What kind of setup does your meeting/event require?

Room and chairs with adequate spacing for fitness class in theater style; access to water and restrooms;

| | |
|---|---|
| (ex. Classroom, Banquet, U-shape, Theater) | assistant with room/chair set up. |
| Approximately how many people will you serve per meeting? | Max room capacity per class within fire code |
| What are the hours will the services be conducted? (Including setup and cleanup) | Each class is 45 to 60 minutes each. Set up time avg 60 minutes (30 minutes before class and 30 minutes after class). Total 2 hours |
| Which Community Action's National Performance Indicator(s) (NPI) Outcomes best describes your services? (e.g. 1.1A; 1.2B; 2.2E, etc.) | |
| <i>FNPI 5f - The number of seniors (65+) who maintained an independent living situation.</i> <i>FNPI 5f - The number of individuals with disabilities who maintained an independent living situation.</i> <i>FNPI 5h - The number of individuals with chronic illness who maintained an independent living situation.</i> | |
| CNPI _____ | FNPI 5f, 5f, and 5h _____ |
| SVC _____ | |

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

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

Gloria Harris
Signature of Person Completing the Application

1/28/2019
Date

VI. Review and Approval Criteria for Program Manager

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

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

Conference Room Large Activities Room Office Space Other

If other, please specify: _____

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:

Program Manager Approval: E. [Signature] Date: 3-18-19

Division Manager Approval: Laron Bulliams Date: 3-18-19



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/2019

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

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

| | | |
|--|---|------------------------|
| PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022 | CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 FAX (A/C, No): | |
| | E-MAIL ADDRESS: contact@hiscox.com | |
| INSURED Firebush, Inc. 7812 Richwood Drive Orlando, FL 32825 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Hiscox Insurance Company Inc | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | | NAIC # 10200 |

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

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|--------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | Y | Y | UDC-4048076-CGL-19 | 01/23/2019 | 01/23/2020 | EACH OCCURRENCE \$ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | | | | | | | MED EXP (Any one person) \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY \$ 0 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Orange County Board of Commissioners is included as Additional Insured for General Liability coverage but only when required by written contract and per policy terms and conditions. \$200,000 sexual misconduct is included in this policy.

CERTIFICATE HOLDER**CANCELLATION**

Orange County Board of Commissioners
 201 S Rosalind Ave Orlando, FL 32801

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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