



**Interoffice Memorandum**

July 25, 2019

**AGENDA ITEM**

TO: Mayor Jerry L. Demings

-AND-

Board of County Commissioners

THRU: Lonnie C. Bell, Jr., Director

Community and Family Services Department

A handwritten signature in black ink, appearing to read "Lonnie C. Bell, Jr.", is written over the text of the "THRU" field.

FROM: Sonya L. Hill, Manager

Head Start Division

Contact: Khadija Pirzadeh, (407) 836-8912

Sonya Hill, (407) 836-7409

SUBJECT: **Consent Agenda Item – August 6, 2019**

Fourth Amendment to Facility and Land Use Agreement between The School Board of Orange County, Florida and Orange County, Florida regarding Head Start Program 2019-2020

The Head Start Division requests Board approval of the Fourth Amendment to Facility and Land Use Agreement between the School Board and Orange County. The amendment will revise the payment sections made on the Second and Third Amendments to Facility and Land Use Agreement, which were approved by the Board on May 22, 2018, and on February 26, 2019, respectively.

Head Start provides comprehensive early childhood development for preschool children and support to their families at the following schools: Aloma, Dillard, Dover Shores, Englewood, Evans, Hungerford, McCoy, Three Points, Ventura, Washington Shores, and Washington Shores Primary Learning Center.

The total compensation for the Facility and Land Use Agreement shall not exceed \$230,030.36 per year. The lease costs include \$118,776 for rent per year; \$35,899.39 for utilities per year; \$55,536.97 for janitorial and maintenance services per year; \$19,800 for administrative support per year; and \$18 for land space per year. Head Start grant funds will be used to cover expenses. The County Attorney's Office and Risk Management Division have reviewed this agreement in accordance with legal and County policy guidelines.

**ACTION REQUESTED: Approval and execution of Fourth Amendment to Facility and Land Use Agreement between The School Board of Orange County, Florida and Orange County, Florida regarding Head Start Program 2019-2020. The lease will terminate on July 31, 2020. (Head Start Division)**

SH/kp:jam

Attachment

c: Randy Singh, Deputy County Administrator  
Cristina Berrios, Assistant County Attorney, County Attorney's Office  
John Petrelli, Director, Risk Management and Professional Standards  
Yolanda Brown, Fiscal Manager, Community and Family Services Department  
Jamille Clemens, Grants Supervisor, Finance Division  
Nanette Melo, Management & Budget Admr., Office of Management & Budget  
Auria Oliver, Management & Budget Admr., Office of Management & Budget

BCC Mtg. Date: August 06, 2019

**FOURTH AMENDMENT TO  
FACILITY AND LAND USE AGREEMENT  
between  
The School Board of Orange County, Florida  
and  
Orange County, Florida  
regarding  
  
Head Start Program  
2019 - 2020**

**THIS FOURTH AMENDMENT TO FACILITY AND LAND USE AGREEMENT (“Fourth Amendment”)**, is entered into by and between **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a public body corporate existing under the Constitution and laws of the State of Florida, hereinafter referred to as the **“SCHOOL BOARD”**, and **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, hereinafter referred to as the **“COUNTY”**.

**RECITALS**

**WHEREAS**, the COUNTY and SCHOOL BOARD entered into that certain Facility and Land Use Agreement dated September 13, 2016, as amended by that certain First Amendment to Facility and Land Use Agreement dated October 3, 2017, that certain Second Amendment to Facility and Land Use Agreement dated June 19, 2018, and that certain Third Amendment to Facility and Land Use Agreement dated March 5, 2019, to provide for the use of certain spaces at the public schools (“Schools”) for the purpose of operating the Head Start Program in accordance with conditions prescribed in the funding grant of the United States of Health and Human Services, Administration for Children and Families (**“Agreement”**); and

**WHEREAS**, SCHOOL BOARD and COUNTY desire to amend the Agreement to alter, amend and revise the list of School premises in accordance with the terms and conditions of this Fourth Amendment.

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

1. **Recitals; Definitions.** The recitals set forth above are true and correct and are incorporated herein by this reference. Defined (capitalized) terms used herein, but not defined herein, shall have the meanings given to such terms by this Fourth Amendment.
  
2. **Premises.** Section 1.a. of the Agreement is hereby amended and restated in its entirety as follows:

**“PREMISES.**

a. The SCHOOL BOARD does hereby grant unto the COUNTY, and the COUNTY does hereby receive from the SCHOOL BOARD, a lease to occupy and use, subject to the terms and conditions contained herein, certain real property for the locating of portables or certain facilities, as further described herein below, for use as classrooms, offices, bathrooms, space for storage and playground space, excluding parking, as available (collectively hereinafter referred to as “**Portable Classrooms**”). The Portable Classrooms shall be located on School sites, as more specifically described herein (collectively referred to as the “**Premises**”). The Portable Classroom locations shall include the following five (5) Schools:

1. Aloma Elementary School: three (3) Portable Classrooms;
2. Dillard Street Elementary School: three (3) Portable Classrooms;
3. Engelwood Elementary School: four (4) Portable Classrooms;
4. McCoy Elementary School: three (3) Portable Classrooms;
5. Three Points Elementary School: four (4) Portable Classrooms;
6. Ventura Elementary School: one (1) Portable (Office)

In addition, the following six (6) Schools shall have permanent classrooms (“**Permanent Classrooms**”) for COUNTY use to operate the Head Start Program:

1. Evans High School: one (1) classroom and two (2) storage rooms;
2. Ventura Elementary School: one (1) classroom and one (1) classroom/shared office;
3. Washington Shores Primary Learning Center: five (5) classrooms and two (2) offices;
4. Washington Shores Elementary School: two (2) classrooms and one (1) office;
5. Dover Shores Elementary School: three (3) classrooms;
6. Hungerford Elementary School: two (2) classrooms.

The location of the Portable and Permanent Classrooms, as well as the approximate square footage of each Portable and Permanent Classroom, shall be as further described in **Exhibit “A”** attached to and incorporated herein by this reference.

The Head Start hours of operation shall be from 7:00 A.M. to 6:00 P.M, Monday through Friday. The specific hours of operation for each School are as further described in **Exhibit “B”**, attached to and incorporated herein by this reference. The COUNTY will operate a Full Day/Full Year Summer Program at pre-determined School sites, if mutually agreed upon by the Parties prior to the end of the then current school year.”

3. **Term.** SCHOOL BOARD and COUNTY previously agreed to exercise the second one (1) year renewal period effective from August 1, 2019 to July 31, 2020.

4. **Payments.** Section 4a.-e. of the Agreement is hereby amended and restated in its entirety as follows:

**“PAYMENTS.**

- a. The COUNTY agrees to pay the SCHOOL BOARD the sum of ONE AND NO/100 U.S. DOLLARS (\$1.00) per Portable Classroom for the use of land space for eighteen (18) Portable Classrooms, located at the designated Schools throughout Orange County, with a total cost not to exceed EIGHTEEN AND NO/100 U.S. DOLLARS (\$18.00) per year.
- b. The SCHOOL BOARD shall furnish all Utilities, as further described in Section 1 above, and the COUNTY agrees to reimburse the SCHOOL BOARD a sum of approximately \$1.08 per square foot of space for each Portable and Permanent Classroom for a period of twelve (12) months, with a total cost not to exceed THIRTY-FIVE THOUSAND EIGHT HUNDRED NINETY-NINE AND 39/100 U.S. DOLLARS (\$35,899.39) per year.
- c. The SCHOOL BOARD agrees to provide Maintenance Services, as more specifically further described in Section 1 above. Notwithstanding the foregoing, the janitorial services shall include cleaning paper supplies such as toilet paper, hand towels, hand soap and trash bags. The maintenance services shall include playground maintenance, water, lawn care, and pest control. The COUNTY shall pay the SCHOOL BOARD the sum of approximately \$1.68 per square foot for each Portable Classroom and Permanent Classroom, for monthly Maintenance Services, with the total costs not to exceed FIFTY-FIVE THOUSAND FIVE HUNDRED THIRTY-SIX AND 97/100 U.S. DOLLARS (\$55,536.97) per year.

The SCHOOL BOARD shall provide administrative support to the Program. The COUNTY shall pay the SCHOOL BOARD rental fees in the amount of FIVE HUNDRED FIFTY AND NO/DOLLARS (\$550.00) per Portable Classroom and Permanent Classroom, which shall include media center access, where applicable, clerical support and principal oversight. The total overall administrative costs shall not exceed NINETEEN THOUSAND EIGHT HUNDRED AND NO/U.S. DOLLARS (\$19,800.00) per year.

- d. The COUNTY shall reimburse the SCHOOL BOARD for SCHOOL BOARD's actual rental payments on fourteen (14) Portable Classrooms leased by SCHOOL BOARD on behalf of the COUNTY, which monthly reimbursements shall be as follows:
  1. Aloma Elementary School: COUNTY shall pay up to THREE HUNDRED SIXTY-ONE AND NO/100 U.S. DOLLARS (\$361.00) per month for each of the three (3) Portable Classrooms.
  2. Dillard Street Elementary School: COUNTY shall pay up to SEVEN HUNDRED TWENTY-NINE AND NO/100 U.S. DOLLARS (\$729.00) per month for each of the three (3) leased Portable Classrooms;
  3. Engelwood Elementary School: COUNTY shall pay SCHOOL BOARD monthly rental payments in the amount up to EIGHT HUNDRED THIRTY-

EIGHT AND NO/100 U.S. DOLLARS (\$838.00) per month for each of the four (4) leased Portable Classrooms;

4. McCoy Elementary School: COUNTY shall pay SCHOOL BOARD monthly rental payments in the amount of up to SEVEN HUNDRED NINETY-NINE AND NO/ 100 U.S. DOLLARS (\$799.00) per month for each of three (3) leased Portable Classrooms; and
5. Ventura Elementary School: COUNTY shall pay SCHOOL BOARD monthly rental payments in the amount of up to EIGHT HUNDRED SEVENTY-NINE AND NO/100 U.S. DOLLARS (\$879.00) per month for one (1) leased Portable Classroom.

The total combined rent reimbursement cost shall not exceed ONE HUNDRED EIGHTEEN THOUSAND SEVEN HUNDRED SEVENTY-SIX AND NO/100 U.S. DOLLARS (\$118,776.00) per year. The four (4) portables at Three Points Elementary School are currently owned by SCHOOL BOARD and as such, not subject to reimbursement from the COUNTY.

- e. The COUNTY shall pay the SCHOOL BOARD the cumulative amount of all the above-referenced fees in two (2) payments for the term of this Agreement. The first payment of ONE HUNDRED FIFTEEN THOUSAND FIFTEEN AND 18/ 100 U.S. DOLLARS (\$115,015.18) will be made on or before December 1, 2019 and the remaining payment of ONE HUNDRED FIFTEEN THOUSAND FIFTEEN AND 18/100 U.S. DOLLARS (\$115,015.18) will be made on or before June 1, 2020. The total compensation paid by the COUNTY to the SCHOOL BOARD shall not exceed TWO HUNDRED THIRTY THOUSAND THIRTY AND 36/100 U.S. DOLLARS (\$230,030.36) per year.

The above-referenced fees are further described by location and square footage in **Exhibit "A"**, attached to and incorporated herein."

5. **Effect; Conflicts.** Except as modified herein, all other terms and provisions of the Agreement are hereby ratified and confirmed and shall remain in full force and effect. In the event of any conflict between the provisions of this Fourth Amendment and the provisions of the Agreement, the provisions of this Fourth Amendment shall control.
6. **Counterparts and Electronic Signatures.** This Fourth Amendment may be executed in two or more counterpart copies, including facsimile and electronic mail signatures, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

*Signatures on Following Pages*

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

Signed, sealed and delivered in the presence of:

**THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a public corporate body organized and existing under the constitution and laws of the State of Florida

*Susan M. Adams*  
Print Name: Susan M. Adams

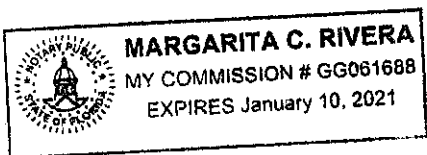
By: *TJ*  
Teresa Jacobs, as Chair

*Marieliz Pagán*  
Print Name: Marieliz Pagán

Date: 8.27.19

STATE OF FLORIDA     )  
  )  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of August, 2019, by Teresa Jacobs, as Chair of The School Board of Orange County, Florida, a public corporate body organized and existing under the Constitution and the laws of the State of Florida, on behalf of The School Board, who is personally known to me or had produced \_\_\_\_\_ (type of identification) as identification and has acknowledged that he/she signed the instrument voluntarily for the purpose expressed in it.



*Margarita Rivera*  
Notary Public  
Printed Name: Margarita Rivera  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





Approved as to form and legality by legal counsel to The School Board of Orange County, Florida this \_\_\_\_ day of \_\_\_\_\_, 2019, for its exclusive use and reliance.

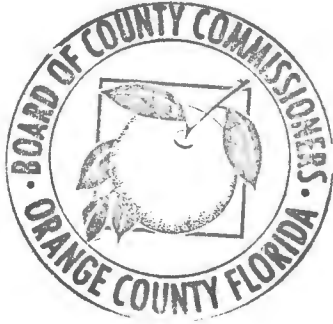
By: \_\_\_\_\_  
Laura L. Kelly, Esquire

Reviewed and approved by Orange County Public Schools Chief Facilities Officer this \_\_\_\_ day of \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
John T. Morris, Chief Facilities Officer

**ORANGE COUNTY, FLORIDA**

By: Orange County Board of County Commissioners



By: *Bryan Brooks*  
for Jerry L. Demings  
Orange County Mayor

Date: 6 Aug 19

ATTEST:

Phil Diamond, C.P.A., Orange County Comptroller  
As Clerk of the Board of County Commissioners

By: *Katie Smith*  
Deputy Clerk

Date: AUG 06 2019

**EXHIBIT "A"**

Location of Portable and Permanent Classrooms and Square Footage of Each

**EXHIBIT "B"**

<b>Orange County Public Schools</b>	<b>Start Time</b>	<b>End Time</b>	<b>Before Care</b>	<b>After Care</b>	<b>Current # of Portables on Site</b>
1. Aloma Elementary	7:00 a.m.	6:00 p.m.	<input type="checkbox"/>	<input type="checkbox"/>	3
2. Evans High School	7:00 a.m.	6:00 p.m.	<input type="checkbox"/>	<input type="checkbox"/>	N/A
3. Engelwood Elementary	7:00 a.m.	6:00 p.m.	<input type="checkbox"/>	<input type="checkbox"/>	4
4. McCoy Elementary	7:00 a.m.	6:00 p.m.	<input type="checkbox"/>	<input type="checkbox"/>	3
5. Dover Shores	7:00 a.m.	6:00 p.m.	<input type="checkbox"/>	<input type="checkbox"/>	N/A
6. Ventura Elementary School	7:00 a.m.	6:00 p.m.	<input type="checkbox"/>	<input type="checkbox"/>	1
7. Washington Shores Early Learning Center	7:00 a.m.	6:00 p.m.	<input type="checkbox"/>	<input type="checkbox"/>	N/A
8. Washington Shores Elementary	7:00 a.m.	6:00 p.m.	<input type="checkbox"/>	<input type="checkbox"/>	N/A
9. Three Points ES	7:00 a.m.	6:00 p.m.	<input type="checkbox"/>	<input type="checkbox"/>	4
10. Dillard Street ES	7:00 a.m.	6:00 p.m.	<input type="checkbox"/>	<input type="checkbox"/>	3
11. Hungerford ES	7:00 a.m.	6:00 p.m.	<input type="checkbox"/>	<input type="checkbox"/>	N/A

Head Start Matrix 8-10-19

School / Site	Building Type	Bldg. / Rm. #	Bldg. / Rm. Size (Sq. Ft.)	Building (Owned/Leased)	Portable Serial #	Portable - ICA Rating	Portable Owner	OCPS Monthly Lease (\$)	Comments	Item 8 - LAND SPACE	Item 8 - UTILITIES	Item 8 - MAINTENANCE	Item 8 - ADMIN SUPPORT	Item 8 - RENTAL	TOTAL
Alome ES	Portable	HS-1	864	Leased-Headstart	13661 AB	IVE 004301	Mobile Modular	\$ 361.00	Classroom	1.00	936.00	1,448.00	550.00	4,332.00	7,267.00
Alome ES	Portable	HS-2	864	Leased-Headstart	13972 AB	IVE 004953	Mobile Modular	\$ 361.00	Classroom	1.00	936.00	1,448.00	550.00	4,332.00	7,267.00
Alome ES	Portable	HS-3	864	Leased-Headstart	11254 AB	E 014409	Mobile Modular	\$ 361.00	Classroom	1.00	936.00	1,448.00	550.00	4,332.00	7,267.00
Evans HS	Permanent	03-122	1,948	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	2,106.16	3,261.38	550.00	0.00	5,919.52
Evans HS	Permanent	03-122A	388	Owned	N/A	N/A	N/A	\$ -	Storage room	N/A	420.33	650.26	0.00	0.00	1,070.59
Evans HS	Permanent	03-122B	701	Owned	N/A	N/A	N/A	\$ -	Storage room	N/A	759.41	1,174.83	0.00	0.00	1,934.24
McCoy ES	Portable	P-1	864	Leased	11712 AB	1066903	Mobile Modular	\$ 799.00	Classroom	1.00	936.00	1,448.00	550.00	9,568.00	12,523.00
McCoy ES	Portable	P-2	864	Leased	12644 AB	1066908	Mobile Modular	\$ 799.00	Classroom	1.00	936.00	1,448.00	550.00	9,568.00	12,523.00
McCoy ES	Portable	P-3	864	Leased	1469 AB	IVE 008681	Mobile Modular	\$ 799.00	Office	1.00	936.00	1,448.00	550.00	9,568.00	12,523.00
(New) Engelwood ES	Portable	P2	864	Leased	13663AB	1061692	Mobile Modular	\$ 838.00	Office	1.00	936.00	1,448.00	550.00	10,056.00	12,991.00
(New) Engelwood ES	Portable	P3	864	Leased	11688AB	1061688	Mobile Modular	\$ 838.00	Classroom	1.00	936.00	1,448.00	550.00	10,056.00	12,991.00
(New) Engelwood ES	Portable	P4	864	Leased	12808AB	1061687	Mobile Modular	\$ 838.00	Classroom	1.00	936.00	1,448.00	550.00	10,056.00	12,991.00
(New) Engelwood ES	Portable	P5	864	Leased	12826AB	1061694	Mobile Modular	\$ 838.00	Classroom	1.00	936.00	1,448.00	550.00	10,056.00	12,991.00
Dover Shores ES	Permanent	rm2-101	900	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	975.00	1,508.34	550.00	0.00	3,033.33
Dover Shores ES	Permanent	rm2-102	900	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	975.00	1,508.34	550.00	0.00	3,033.33
Dover Shores ES	Permanent	rm2-103	901	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	976.08	1,510.01	550.00	0.00	3,036.09
Three Points ES	Portable	P-00A	864	Owned	ECCO702421	IVE 003481	OCPS	\$ -	Classroom	1.00	936.00	1,448.00	550.00	0.00	2,935.00
Three Points ES	Portable	P-00C	864	Owned	FOCO702422	IVE 003484	OCPS	\$ -	Classroom	1.00	936.00	1,448.00	550.00	0.00	2,936.00
Three Points ES	Portable	P-00D	864	Owned	FOCO702417	IVE 003483	OCPS	\$ -	Office	1.00	936.00	1,448.00	550.00	0.00	2,935.00
Three Points ES	Portable	P-00B	864	Owned	ECCO702418	IVE 003480	OCPS	\$ -	Classroom	1.00	936.00	1,448.00	550.00	0.00	2,935.00
Ventura ES	Permanent	Rm104	773	Owned	NA	NA	NA	\$ -	Classroom	N/A	837.41	1,295.49	550.00	0.00	2,682.91
Ventura ES	Permanent	Rm105	782	Owned	NA	NA	NA	\$ -	Classroom/Shared office	N/A	847.16	1,310.58	550.00	0.00	2,707.74
Ventura ES	Portable	P1	864	Leased	13656AB	1063996	Mobile Modular	\$ 879.00	Classroom	1.00	936.00	1,448.00	550.00	10,548.00	13,483.00
Washington Shores PLC	Permanent	04-19, 04-20	1670	Owned	N/A	N/A	N/A	\$ -	Office space	N/A	1,809.16	2,798.80	550.00	0.00	5,157.96
Washington Shores PLC	Permanent	08-25 (inclusive of 8-25A, 8-25B, 8-25C, 8-25D)	1186	Owned	N/A	N/A	N/A	\$ -	Office space	N/A	1,264.83	1,987.65	550.00	0.00	3,822.48
Washington Shores PLC	Permanent	08-33 (inclusive of 8-33A, 8-33B, 8-33C, 8-33D)	1186	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	1,264.83	1,987.65	550.00	0.00	3,822.48
Washington Shores PLC	Permanent	08-34 (inclusive of 8-34A, 8-34B, 8-34C, 8-34D)	1054	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	1,141.83	1,788.43	550.00	0.00	3,458.26
Washington Shores PLC	Permanent	08-35 (inclusive of 08-35A)	929	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	1,006.41	1,559.94	550.00	0.00	3,113.35
Washington Shores PLC	Permanent	08-36 (inclusive of 08-36A)	929	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	1,006.41	1,559.94	550.00	0.00	3,113.35
Washington Shores PLC	Permanent	06-500	60	Owned	N/A	N/A	N/A	\$ -	Desk Area only	N/A	65.00	100.56	550.00	0.00	715.56
Washington Shores ES	Permanent	01-114/114A	800	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	868.68	1,340.74	550.00	0.00	2,757.41
Washington Shores ES	Permanent	01-113/113A	800	Owned	N/A	N/A	N/A	\$ -	Classroom	N/A	868.68	1,340.74	550.00	0.00	2,757.41
Washington Shores ES	Permanent	01-102K	136	Owned	N/A	N/A	N/A	\$ -	Office	N/A	147.33	227.63	550.00	0.00	925.26
Dillard Street ES	Portable	P6	864	Leased	12548AB	IVE003584	Mobile Modular	\$ 729.00	Office	1.00	936.00	1,448.00	550.00	8,748.00	11,683.00
Dillard Street ES	Portable	P7	864	Leased	0289AB	34832	Mobile Modular	\$ 729.00	Classroom	1.00	936.00	1,448.00	550.00	8,748.00	11,683.00
Dillard Street ES	Portable	P6	864	Leased	0287AB	34830	Mobile Modular	\$ 729.00	Classroom	1.00	936.00	1,448.00	550.00	8,748.00	11,683.00
Hungerford ES	Permanent	Rm106	773	Owned	NA	NA	NA	\$ -	Classroom	N/A	837.41	1,295.49	550.00	0.00	2,682.91
Hungerford ES	Permanent	Rm107	772	Owned	NA	NA	NA	\$ -	Classroom	N/A	836.33	1,293.82	550.00	0.00	2,680.15
										16.00	36,899.39	55,536.87	19,600.00	118,778.00	230,030.36